



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Timothy Julian
Minority Leader

COMMUNICATIONS WITH DOCUMENTATIONS FOR THE JUNE 12, 2024 MEETING

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2024-242 . . .	Read & Filed	
2024-243 . . .	Ways & Means.....	
2024-244 . . .	Ways & Means.....	
2024-245 . . .	Ways & Means.....	
2024-246 . . .	Ways & Means.....	
2024-247 . . .	Workers Compensation, Ways & Means	
2024-248 . . .	Public Safety, Ways & Means	
2024-249 . . .	Health & Human Services, Ways & Means.....	
2024-250 . . .	Health & Human Services, Ways & Means.....	
2024-251 . . .	Health & Human Services, Ways & Means.....	
2024-252 . . .	Health & Human Services, Ways & Means.....	
2024-253 . . .	Health & Human Services, Ways & Means.....	
2024-254 . . .	Health & Human Services, Ways & Means.....	
2024-255 . . .	Government Operations, Ways & Means.....	
2024-256 . . .	Government Operations, Ways & Means.....	
2024-257 . . .	Government Operations, Ways & Means.....	
2024-258 . . .	Government Operations, Ways & Means.....	
2024-259 . . .	Government Operations, Ways & Means.....	
2024-260 . . .	Economic Development & Tourism, Ways & Means.....	
2024-261 . . .	Economic Development & Tourism, Ways & Means.....	
2024-262 . . .	Economic Development & Tourism, Ways & Means.....	
2024-263 . . .	Airport, Ways & Means	
2024-264 . . .	Airport, Ways & Means	
2024-265 . . .	Airport, Ways & Means	
2024-266 . . .	Public Works, Ways & Means.....	
2024-267 . . .	Public Works, Ways & Means.....	
2024-268 . . .	Public Works, Ways & Means.....	
2024-269 . . .	Public Works, Ways & Means.....	
2024-270 . . .	Public Works, Ways & Means.....	
2024-271 . . .	Public Works, Ways & Means.....	
2024-272 . . .	Public Works, Ways & Means.....	

AVAILABLE ON WEBSITE ONLY
www.ocgov.net

ONEIDA COUNTY OFFICE OF THE DISTRICT ATTORNEY

William J. Barry III
Chief Assistant District Attorney

Joshua L. Bauer, Senior ADA
Travis J. Yoxall, Bureau Chief
Rebecca G. Kelleher, Bureau Chief
Nicholas T. Fletcher, Bureau Chief
Maria Murad Blais
Sara L. Dewey
Jennifer M. Scholl
Kurt D. Schultz



Todd C. Carville
DISTRICT ATTORNEY

Laurie Lisi
Executive Administrative Assistant

Sarah F. DeMellier
Michael A. LaBella
Amanda M. Tucciarone
Andrew K. Rahme
Kathleen A. Arcuri
Robert Rose
Dawn C. Lupi
Bernard L. Hyman Jr.

May 13, 2024

Mary Finegan, Oneida County Clerk
Oneida County Clerk's Office
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

FN 20 24-242

Received

MAY 14 2024

READ & FILED

Oneida County Court

Re: County Law §702(4) Designation

Dear Ms. Finegan:

In the event that I vacate my office, am absent or am unable to perform the duties of my office, I hereby designate, pursuant to County Law Section 702 subdivision (4), the order in which my assistant shall execute such power:

1. Chief Assistant District Attorney William J. Barry, III
2. Executive Administrative Assistant District Attorney Laurie Lisi
3. Senior Assistant District Attorney Joshua L. Bauer
4. Assistant District Attorney Rebecca G. Kelleher
5. Assistant District Attorney Nicholas T. Fletcher

Please keep this letter on file for future reference.

Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Todd C. Carville".

Todd C. Carville
Oneida County District Attorney

Cc: Mike Billard, Clerk
Oneida County Board of Legislators



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

AMANDA L. CORTESE-KOLASZ
COUNTY ATTORNEY

May 15, 2024

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

FN 20 24-243

RE: Dawn M. Noble v. Oneida County

WAYS & MEANS

Dear County Executive Picente:

I am requesting approval of a settlement in the above matter. Ms. Noble filed a New York State Division of Human Rights Complaint against Oneida County in March 2023 alleging employment discrimination and retaliation under federal law. All parties have agreed to settle the matter for the sum of \$26,225.00.

Accordingly, I hereby recommend and request that the Board of Legislators authorize the settlement of this matter for the sum of \$26,225.00.

Thank you.

Very truly yours,

Amanda L. Cortese-Kolasz

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

Anthony J. Picente, Jr.
County Executive

Date 5-15-24



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 24-244

May 13, 2024

WAYS & MEANS

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

RE: Reappointment of David Mathis to the MVCC Board of Trustees


Honorable Members:

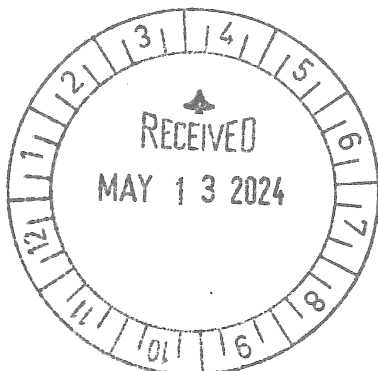
Pursuant to Article XX, Section 2002, of the Oneida County Charter and Section 6306 of the New York State Education Law, I submit to the Board of Legislators for your approval the reappointment of David Mathis to serve on the Mohawk Valley Community College Board of Trustees for a seven (7) year term commencing July 1, 2023 and expiring June 30, 2030.

I respectfully request that you approve this reappointment at your earliest convenience.

Thank you for the Board's kind attention to this matter.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 13, 2024

FN 20 24-245

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

WAYS & MEANS

RE: Reappointment of William S. Calli, Jr. to the MVCC Board of Trustees

Honorable Members:

Pursuant to Article XX, Section 2002, of the Oneida County Charter and Section 6306 of the New York State Education Law, I submit to the Board of Legislators for your approval the reappointment of William S. Calli, Jr. to serve on the Mohawk Valley Community College Board of Trustees for a seven (7) year term commencing July 1, 2024 and expiring June 30, 2031.

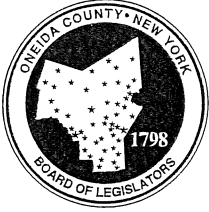
I respectfully request that you approve this reappointment at your earliest convenience.

Thank you for the Board's kind attention to this matter.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive





ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501
Work Phone: 315-798-5900 ♦ Home Phone: 315-337-9045

May 13, 2024

FN 20 24-246

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

WAYS & MEANS

Honorable Members:

The term for Upper Mohawk Valley Memorial Auditorium Authority Board member Paul Romano has expired. I recommend that he be reappointed immediately following Board approval to a term ending December 31, 2026.

I respectfully refer this request to ways & means and the full board, for consideration at the next meeting, scheduled for June 12, 2024.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board of Legislators



**ONEIDA COUNTY
WORKERS' COMPENSATION DEPARTMENT**

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

Oneida County
Board of Legislators
Gerald J. Fiorini, Chairman

PHONE: (315) 798-5688 FAX: (315) 798-5924
Dennis Brenon, Director
Email: dbrenon@ocgov.net

Workers' Compensation
Committee
Norman Leach, Chairman

FN 20 29-297

May 8, 2024

Honorable Gerald J. Fiorini
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

WORKERS' COMPENSATION

WAYS & MEANS

Re: Amendment to Local Law No. 1 of 1956 (Oneida County Self Insurance Plan)

Dear Chairman Fiorini:

Enclosed for your consideration please find a proposed amendment to Local Law No. 1 of 1956, which establishes the Oneida County Self-Insurance Plan. Specifically, this proposed amendment revises Section 3(2) (participants) of our local law by delineating the process and time frames surrounding an eligible entity's application to participate in the Plan, including the certified materials (e.g., five-year claims history, employee wage information) to be submitted in support of any application, as well as a requirement that an approved entity must pay its apportioned share of administrative and reserve fund costs prior to its actual participation in the Plan. Local Law No. 1 of 1956 is relatively silent on these matters.

Assuming this proposed amendment meets with your approval, I respectfully request that you forward it to the Board of Legislators for its review and approval at its June 12, 2024 meeting. Thank you for your consideration.

Very truly yours,

Norman E. Leach
Workers Compensation Committee Chairman

Encs.



**ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER
STOP DWI PROGRAM**

ANTHONY J. PICENTE, JR.
County Executive

EDWARD STEVENS
Director

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

FN 20 24-248

May 15, 2024

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

PUBLIC SAFETY

WAYS & MEANS

Re: NYS Division of Homeland Security and Emergency Services (Statewide Interoperable Communications Grant)

Dear County Executive Picente,

Enclosed for your review please find a \$759,816.00 reimbursable Statewide Interoperable Communications Grant, which the New York State Division of Homeland Security and Emergency Services has awarded to Oneida County. The grant's term is January 1, 2023 through December 31, 2025. Capital Account #H EMG 130 has been set up for these funds. No matching funds are required.

The purpose of this grant is to aid public safety agencies in enhancing emergency response systems by improving capability, operating procedures, and infrastructure development. Accordingly, grant funding will be used to purchase of P25 interoperable communications equipment (switches, antenna hardware, repeaters, and related systems and components) and to pay for the County's annual lease agreement with Motorola Solutions, Inc., which covers portable radios and related equipment.

Assuming this grant meets with your approval, please forward it to the Board of Legislators for its approval. If you have any questions, please contact me. Thank you for your attention and consideration.

Sincerely,

Edward T. Stevens
Director

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

Anthony J. Picente, Jr.
County Executive

Date 5-16-24

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: New York State Division of Homeland Security
and Emergency Services
1220 Washington Avenue
Bldg. 7A Suite 710
Albany, NY 12242

Title of Activity or Services: Reimbursable Statewide Interoperable Communications
Grant

Proposed Dates of Operations: 01/01/2023 – 12/31/2025

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** To aid public safety agencies. This grant will continue to support the expansion of our public safety radio system. Specifically, funding will be used for P25 interoperable communications equipment and will pay for the County’s annual lease agreement with Motorola which covers portable radios and related equipment.
- 2) **Program/Service Objectives and Outcomes:** To enhance emergency response by improving capability, operating procedures, and infrastructure development.
- 3) **Program Design and Staffing Level:** N/A

Total Funding Requested: \$759,816.00

Account #H EMG 130

Oneida County Dept. Funding Recommendation: \$759,816.00

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

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: N/A

<u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	<u>NYS COMPTROLLER'S NUMBER:</u> C197646 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAMS:</u> SI2023 <u>CFDA NUMBER:</u> <u>DHSES NUMBERS:</u> WM23197646
<u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000 <u>SFS VENDER NO:</u> 1000002595 <u>DUN & BRADSTREET NO:</u> ZPE7BYWV84S3	<u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2023 TO 12/31/2025 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$759,816.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable)
<u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; padding: 2px; width: fit-content;">n/a</div> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts <u>X</u> APPENDIX A1 Agency-specific Clauses ___ APPENDIX B Budget <u>X</u> APPENDIX C Payment and Reporting Schedule <u>X</u> APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: _____, Date: _____ <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Award Contract

Statewide Interoperable Communications Grant

Project No.
SI23-1023-E00

Grantee Name
Oneida County

04/03/2024

Budget Summary by Participant

Oneida County

Oneida County Emergency Services - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	P25 Compliant Interoperable Communications Equipment (switches, antenna hardware, repeaters, and related systems and components)	NA	1	\$131,245.00	\$131,245.00	\$131,245.00	\$0.00
Total					\$131,245.00	\$131,245.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Annual Lease Agreement for replacement of legacy analog system with P25 Compliant Interoperable Communications Equipment (hardware, software and related systems updates)	1	\$628,571.00	\$628,571.00	\$628,571.00	\$0.00
Total				\$628,571.00	\$628,571.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$759,816.00	\$759,816.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$759,816.00	\$759,816.00	\$0.00

Award Contract

Project No.

SI23-1023-E00

Grantee Name

Oneida County

Statewide Interoperable Communications Grant

04/03/2024

Award Contract

Project No.

SI23-1023-E00

Grantee Name

Oneida County

Statewide Interoperable Communications Grant

04/03/2024

Award Contract

Project No.

SI23-1023-E00

Grantee Name

Oneida County

Statewide Interoperable Communications Grant

04/03/2024

Award Contract

Project No.
SI23-1023-E00

Grantee Name
Oneida County

Statewide Interoperable Communications Grant

04/03/2024

Award Contract

Statewide Interoperable Communications Grant

Project No.

Grantee Name

SI23-1023-E00

Oneida County

04/03/2024

Work Plan

Goal

Make necessary improvements and provide for sustainment of Land Mobile Radio Systems (LMR), implementation and maintenance of components supporting interoperability, continuous training and exercise, sustainment and further development of the governance structure. Enhance emergency response and improve capability and performance results from the U.S. Department of Homeland Security's (DHS) National Emergency Communication Plan (NECP), improvements in governance structures, operating procedures, infrastructure development and addressing SAFECOM guidance from the DHS Cybersecurity and Infrastructure Security Agency (CISA).

Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

To ensure progress towards the goals and milestones described in the Statewide Communications Interoperability Plan (NYS SCIP) and toward communication priorities identified by the Federal government (SAFECOM). Provide stability, sustainment and further development of LMR systems and regional solutions developed to date. Provide for the: development and coordination of National Interoperability Channels, State, Regional, Tribal and Local mutual aid channels; development of interoperable communications infrastructure; improvements of Public Safety Answering Points (PSAPs) toward Next Generation 911 (NG-911) development in accordance with New York State plan and vision; development of governance and Standard Operating Procedures (SOP); Development of inventory of statewide communications resources (i.e. continuous participation in CASM-Communications Assets Survey and Mapping tool) and Tactical Interoperable Communication Plan (TICP) development, update and utilization.

Task #1 for Objective #1

Purchase allowable interoperable communication equipment. Train appropriate personnel in the proper use of equipment and place equipment into service.

Performance Measure

1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperable communications capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #1

Acquire allowable interoperable communication services.

Performance Measure

1 Identify services acquired. Provide a brief narrative reporting activities conducted and how the project enhanced interoperable communications capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #2

Provide equal employment opportunities for minority group members and women (EEO).

Performance Measure

- 1 DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

Task #2 for Objective #2

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

Performance Measure

1 Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.

2 Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

Task #3 for Objective #2

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

Performance Measure

- 1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.
- 2 Provide the percentage of the established Minority and Women Business Enterprise goal that has been met to date.

Project No.

Grantee Name

SI23-1023-E00

Oneida County

04/03/2024

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ("Contractor" or "Subrecipient") identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1¹

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as "Funding Amount for the Initial Period" on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a. by certified or registered United States mail, return receipt requested;
- b. by facsimile transmission;
- c. by personal delivery;
- d. by expedited delivery service; or
- e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited

delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of DHSES and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

R. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.²

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report

fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at

the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a "force majeure." For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a. Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

b. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

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

b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have

no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:³ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30)

calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to thirty (30) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the

quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

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

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank

statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2)

(Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the

basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 – 6 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

- a. The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c. The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d. The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:
 - a. to require updates or clarifications to the Questionnaire upon written request;
 - b. to inquire about information included in or required information omitted from the Questionnaire;
 - c. to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.
6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:
 - a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
 - b. the State's discovery of any material information which pertains to the Contractor's responsibility.
7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor

Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ("MWBE") participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop

one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph "e" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization

Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

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

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

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

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

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

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

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared

periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/state-agencies/travel>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to their own procurement policies and procedures and, at a minimum, the following guidelines when making all procurements. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and, for Federally-funded awards, contractor must comply with 2 CFR §200.320(c).

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

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

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

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

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

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

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

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

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

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be

operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

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

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

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a unique entity identifier, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <https://www.gao.gov/topics/auditing-and-financial-management>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-id?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>. The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.
4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.
5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:
 - Activities to be performed;
 - Time schedule;
 - Project policies;
 - Other policies and procedures to be followed;
 - Dollar limitation of the Contract;
 - Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
 - Applicable federal and/or State cost principles to be used in determining allowable costs; and
 - Property Records or Equipment Inventory Reports.

O. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be

made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

P. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

Q. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix. 6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

R. Remedies. In the event Contractor fails to observe or perform any term or condition of the agreement, the State may exercise all rights and remedies available to law or in equity.

S. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in Section II(C) of the grant agreement.

T. Equal Employment Opportunity. (Applicable to contracts for construction work)

During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (l) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United State to enter into such litigation to protect the interests of the United States.

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and

subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

U. Davis-Bacon Act. (Applicable to contracts for construction work)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1) Minimum wages.

i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this

section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) Payrolls and basic records.

i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii)
A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4) Apprentices and trainees

i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training

plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. Copeland "Anti-Kickback" Act (Applicable to contracts for construction work greater than \$2,000)

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

W. Contract Work Hours and Safety Standards Act (Applicable to contracts greater than \$100,000 and mechanics or laborers)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the

clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. DHSES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

X. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of \$150,000)

Clean Air Act

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et, seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33u.s.c. 1251 et seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Y. Debarment and Suspension. (Applicable to contracts greater than \$25,000)

a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. Byrd Anti-Lobbying Amendment. (Applicable to contracts greater than \$100,000)

Byrd Anti-Lobbying Amendment, 31 US.C. § 1352 (as amended)

Contractors that apply or bid for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

AA. Procurement of Recovered Materials. (Applicable where work involves the use of materials and the contract value is over \$10,000)

a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired --

- i. Competitively within a time frame providing for compliance with the Agreement performance schedule
- ii. Meeting agreement performance requirements; or
- iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

BB. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providing—

i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology

of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

CC. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DD. Access to Records/Retention of Records.

a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

EE. Federal Debt.

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

FF. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

GG. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

HH. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the nonFederal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

II. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

JJ. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible

KK. Copyright

The Contractor grants to DHSES, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the DHSES or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to DHSES data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DHSES.

LL. U.S. Executive Order 13224.

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

MM. Subcontracting.

The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor must include the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

NN. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

OO. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of

E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

PP. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.fema.gov/grants/policy-guidance/buy-america>

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

ENDNOTES:

¹ To the extent that section V- Federally Funded Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of 2023, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities.

VER 09/2023

Certified by - on

**APPENDIX C
PAYMENT AND REPORTING SCHEDULE**

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit

State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted via e-mail to DHSESGPAFiscal@dhses.ny.gov.

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Rev. 09/2023

Certified by - on

Award Contract**Statewide Interoperable Communications Grant****Project No.****Grantee Name**

SI23-1023-E00

Oneida County

04/03/2024

Special Conditions

The subrecipient shall use the funds provided pursuant to this Agreement to carry out the Work Plan described in this Appendix D. Any services in this contract awarded by the Division of Homeland Security and Emergency Services (DHSES) Office of Interoperable and Emergency Communications (OIEC) to subrecipient based on subrecipient's submission of an Application Proposal in response to a Request for Applications (RFA) shall be subject to the terms and conditions in both the subrecipient's Application Proposal and the RFA, incorporated herein by reference, which shall apply as if fully stated herein. This Program Work Plan shall not be modified without approval from the DHSES. If modification to this Program Work Plan is necessary, the subrecipient must submit a written request to DHSES OIEC and await DHSES OIEC approval before implementing such changes. If changes in the Work Plan are made without DHSES OIEC's prior approval, DHSES OIEC reserves the right, in its sole discretion, to disallow reimbursement for the modifications, reduce the amount payable to the subrecipient, terminate this Agreement, or take any other action deemed necessary.

A. Permissible Use of Funding

1. Statewide Interoperable Communications Grant (SICG) funds must be used in accordance with the guidelines set forth in the Request for Applications, which can be located at <https://www.dhSES.ny.gov/state-funded-programs>.
2. Any unused funds will be reprogrammed pursuant to a plan approved by the Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications.
3. The project must commence 180 days after successful approval of the contract by the New York State Office of the Comptroller.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding SICG funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for SICG as listed in the Request for Applications, which can be located at <https://www.dhSES.ny.gov/state-funded-programs>.
2. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using SICG funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHSES/OIEC Grant Guidance for grant funding, requires that all interoperable communications equipment employ the use of APCO P-25 compliant equipment; a recommended technology to achieve emergency interoperable communications.
4. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that subrecipients must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.
5. If federal dollars will be used to fund any part of the projects under this Contract, subrecipients are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

D. Training & Exercise Related Activities

1. Any training courses to be supported by this award must be on equipment contained in the approved application. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency

Communications for any training in question.

2. Subrecipients are required to be NIMS compliant. DHSES/OIEC requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Planning, Administration and Deployment Costs

1. Services relating to developing, designing and implementing interoperability plans and network system development must be consistent with awarded applications.

2. Permissible costs are limited to costs associated with the development and deployment of public safety communications systems, networks, technology or facilities whose purpose is to provide the sharing of voice, data and video transmissions; dispatch and incident management involving two or more organization or jurisdiction and in accordance with approved interoperability plans operating standards.

F. Law Enforcement Requirements

1. Subrecipients agree that such funding shall leverage a regional approach to support multi-jurisdictional (two or more counties) and multi-discipline (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems is accomplished.

3. Acceptance of the StCG funding indicates your acknowledgement that State agencies/authorities and other jurisdictions are permitted on your radio system for the coordination and provision of State assistance. Failure to comply with this requirement may result in a disallowance of costs and jeopardize future funding opportunities.

G. Consortium Requirements

1. Subrecipients must be an active member of, or demonstrated a commitment to, a regional consortium. Such a consortium shall consist of two or more counties formed to promote multi-jurisdictional (two or more) and multi-discipline (two or more) (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications and interoperability; and must support the agencies of the State of New York.

2. If not currently a member of a consortium, the commitment to participate in a consortium must be in effect and certified within 120 days of notice of potential award. Certification requirements can be found in the Request for Applications, which can be located at <https://www.dhSES.ny.gov/statewide-interoperable-communications-formula-based-grant-sicg>.

3. Subrecipients are responsible to ensure that funds used under this grant acknowledge accessibility for other jurisdictions and levels of government, including state agencies, to share communications systems to achieve further statewide cross-jurisdictional and intergovernmental interoperability goals and objectives.

4. Subrecipients must maintain membership in the consortiums indicated in their application throughout the grant period.

H. SEQRA and EHP Requirements

1. Subrecipients shall ensure compliance with the State Environmental Quality Review Act of 1975, as amended, and all other local environmental and historic preservation requirements, in the planning and execution of all projects under this grant. Please contact the New York State Division of Environmental Conservation, or visit <http://www.dec.ny.gov/permits/357.html>, for additional information.

2. If federal dollars will be used to fund any part of the projects under this Contract, subrecipients are further required to comply with all applicable federal environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

3. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

4. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

5. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the New York State Office of Parks, Recreation and Historic Preservation (OPRHP).

I. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

J. New York State Emergency Management Certification and Training Program

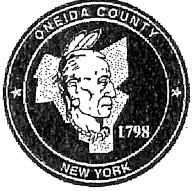
1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES-specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Subrecipients must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.
4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive Law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded subrecipients agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

K. Construction and Infrastructure

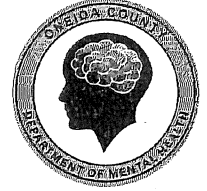
1. In those instances where a tower will be constructed using SICG funds, access and use of such tower by State Agencies shall be at no-cost to the State. However all costs associated with the installation of operation of the State's user equipment shall be the sole responsibility of the State. Costs may include, but not be limited to: environmental assessments; structural assessments and tower reinforcement, if needed; costs associated with the licensing installation and operation of the State's user equipment, including electrical power and telecommunications lines.
2. When possible, the subrecipient shall provide emergency stand by power to support the State's user equipment. If the existing facility is not capable of supporting the State's needs, the subrecipient agrees to provide sufficient space for the installation and operation of a State-owned generator.

L. Communications Assets Survey and Mapping (CASM) tool maintenance and updates.

1. Subrecipient must input information into CASM, actively maintain and update the data to ensure information remains up to date within the CASM tool.



ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH



ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
*Commissioner
Director of Community Services*

May 10, 2024

FN 20 24-249

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente,

On behalf of the Oneida County Department of Mental Health (OCDMH), I am forwarding for your review and approval an award to the Center for Family Life and Recovery (CFLR) through the Oneida County Opioid Response Funds RFP.

This RFP was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and provide meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. OCDMH's goal for this RFP was to establish projects whose priority areas include harm reduction, treatment investments across the service continuum, reach priority populations, and promote housing, recovery, prevention, transportation, public awareness, and research. The funds for this OCDMH RFP were allocated by the NYS Office of Addiction Services and Supports pursuant to the terms of the New York Opioid Settlement Sharing Agreement and the authorizing statutes Mental Hygiene Law §25.18 and State Finance Law §99-NN which set forth permissible uses for New York Opioid Settlement funds. OCDMH allocated \$1,000,000.00 of the New York Opioid Settlement funds it received in 2023 towards this RFP and received around \$1.4 million dollars in proposals from several different agencies.

CFLR responded to this RFP with a project titled *Peer Alliance Services Expansion*. Its proposal enhances the pre-existing Peer Alliance to address priority areas across the service continuum, priority populations, and recovery/prevention. This proposal will improve the capacity of the Peer Alliance by hiring three Certified Peer Advocates to facilitate groups and provide trainings, support, anti-stigma, campaign messages, outreach, etc. CFLR will provide structured wellness activities to encourage individuals to engage in recovery services and show them that life can be worthwhile without the use of addictive substances. The proposal and budget for CFLR has been conditionally approved by OCDMH and the Technical Review Committee. Up to \$99,000.00 will be distributed to CFLR with the contract term beginning June 1, 2024 and ending May 31, 2025.

If this proposal meets with your approval, please forward it to the Board of Legislators for further consideration. Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you may have regarding this proposal.

Sincerely,

Ashlee L. Thompson, MHA, MEd., Master CASAC
Commissioner of Mental Health & Director of Community Services

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

Anthony J. Picente, Jr.
County Executive

Date 5-14-24

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Center for Family Life and Recovery (CFLR)
502 Court Street, Suite 401
Utica, NY 13501

Title of Activity or Service: Oneida County Opioid Response Funds RFP

Proposed Dates of Operation: June 1, 2024-May 31, 2025

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** The Oneida County Opioid Response RFP was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and provide meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. It also seeks to establish projects whose priority areas include harm reduction, treatment investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research.
- 2) **Program/Service Objectives and Outcomes:** *Peer Alliance Service Expansion.* The overarching goals of this project are to 1) enhance the pre-existing Peer Alliance to address priority areas across the service continuum, reach priority populations, and further recovery/prevention; 2) improve the capacity of the Peer Alliance; 3) hire three Certified Recovery Peer Advocates (CRPAs) to facilitate groups and provide trainings, support, anti-stigma, campaign messages, outreach, etc.; and 4) provide structured wellness activities to encourage individuals to engage in recovery services and show them that life can be worthwhile without the use of addicting substances.
- 3) **Program Design and Staffing:** CFLR will hire three CRPAs who will receive supervision from CFLR's Program Supervisor.

Total Funding Requested: \$99,000.00

Account # A 4310 4310.495-180

Oneida County Dept. Funding Recommendation: \$99,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% NYS OASAS Opioid Settlement Fund

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

Mandated Service: No. Oneida County Department of Mental Health has received funds from the NYS OASAS Opioid Settlement Fund which must be used in accordance with the New York Opioid Settlement Agreement and Mental Hygiene Law §25.18 and State Finance Law §99-NN.

AGREEMENT

THIS AGREEMENT is by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, hereinafter collectively referred to as the “County,” and **Center for Family Life and Recovery, Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 502 Court Street, Suite 401, Utica, NY 13501, hereinafter referred to as the “Provider Agency.”

WITNESSETH

WHEREAS, the New York State Office of Addiction Services and Supports (OASAS) has received New York State Opioid Settlement Fund (OSF) monies which are required to be distributed in accordance with New York State Mental Hygiene Law §25.18, New York State Finance Law §99-NN and statewide opioid settlement agreements; and

WHEREAS, the Oneida County Department of Mental Health (OCDMH) issued a Request for Proposals (RFP) inviting provider agencies in the community to propose projects that improve the system of behavioral health service integration to reduce the impacts of the opioid crisis, and whose priority areas include harm reduction, treatment investments, priority populations, housing, recovery, prevention, transportation, public awareness, and research; and

WHEREAS, the Provider Agency provides a “Peer Alliance,” which is a community of like-minded individuals in recovery from substance abuse; and

WHEREAS, the Provider Agency submitted a proposal to increase the capacity and reach of the Peer Alliance (the “Project”), such proposal seeking project funding meeting the goals of the RFP and adhering to the requirements of New York State Mental Hygiene Law §25.18, New York State Finance Law §99-NN and statewide opioid settlement agreements; and

WHEREAS, the OCDMH and the Technical Review Committee, consisting of certain members from the Community Services Board, have reviewed and approved the Project proposed by the Provider Agency based on modifications requested by the County; and

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

1. **TERM:** The initial term of this Agreement shall be from June 1, 2024, through May 31, 2025, or until terminated according to the termination requirements contained within this Agreement.
2. **SCOPE OF SERVICES:** The Provider Agency shall provide the following services pursuant to its response to the RFP and modifications requested by the County (collectively, the “Services”).

- 2.1. **Enhance the Peer Alliance:** The Provider Agency shall increase the capacity, reach, and quality of the pre-existing Peer Alliance by providing the following services, trainings, and supports:
- a. **Employ Three Certified Recovery Peer Advocates (CRPA):** The Provider Agency shall employ three CRPAs in furtherance of the Project, each with specific roles, responsibilities, and employment statuses. The goals of peer advocacy are to promote recovery, remove barriers, connect individuals with recovery support services, encourage hope, and foster a healthy living style.
 - i. **Full-Time Lead CRPA:** The 1.0 full time equivalent (FTE) Lead CRPA shall provide support, training, information, referral, and anti-stigma messages on behalf of the Project. The Lead CRPA shall be assigned to the full Oneida County area. This CRA shall be trained as a Best Practice Trainer (BPT).
 - ii. **CRPA for Group Facilitation:** The 0.50 FTE CRPA dedicated to the Project shall be assigned to facilitate groups in the Rome, NY and Camden, NY areas. This CRPA shall be trained as a BPT.
 - iii. **CRPA for Training and Outreach:** The 0.32 FTE CRPA dedicated to the Project shall conduct training, provide outreach to rural areas of Oneida County, and provide anti-stigma messages to the community.
 - b. **Connecticut Community Addiction Recovery (CCAR) Training for Two Staffed CRPA's:** The Provider Agency shall coordinate CCAR training for two staffed CRPA's so that they may become Recovery Coach Professionals and then become BPTs. Such designation shall allow trainings to be scheduled on a regular basis, which is expected to encourage individuals to participate in the Peer Alliance project and know available dates for upcoming trainings.
 - c. **Provide Peer Advocacy Services:** The Provider Agency's CRPAs shall provide, at minimum, the following peer advocacy services.
 - i. Emotional support to demonstrate empathy, caring, concern in activities such as peer mentoring/recovery coaching, and recovery support groups; and
 - ii. Nonclinical support, especially after periods of hospitalization, incarceration, or inpatient substance use treatment; and
 - iii. Connect with individuals to aid in acquiring new skills such as life skills and employment readiness; and

- iv. Assist with task accomplishment, especially with challenging tasks such as filling out applications and obtaining entitlements; and
 - v. Refer and link individuals with appropriate services, such as childcare, transportation, food, clothing, or shelter; and
 - vi. Provide resources on formal recovery support or treatment services as needed; and
 - vii. Provide companionship and connection to help individuals in early recovery feel connected and enjoy being with others; and
 - viii. Assist in the facilitation of events at community organizations to show that there can be fun without using substances.
- d. **Appropriate Documentation of Peer Advocacy Services:** For all peer advocacy services rendered by the Provider Agency, there shall be appropriate documentation to promote safety, minimize errors, and improve quality of care. All CRPAs employed by the Provider Agency for the purpose of this Agreement shall maintain adequate documentation that lists the name of the participant, type of service provided, date of service, location of service, and duration of service. In addition, all CRPAs shall utilize the standard "GIRPPS" format for documentation of individual recovery peer advocacy services. GIRPPS is an acronym that represents the following minimum requirements:
- i. Goal being worked on; and
 - ii. Intervention that was provided; and
 - iii. Response to the intervention; and
 - iv. Progress since last visit; and
 - v. Plans until the next visit; and
 - vi. Signature with credentials and time stamped.
- e. **New CRPAs.** Provider Agency shall provide all necessary trainings, experience, supervision, and funding to develop at least eight new CRPAS. Individuals shall meet the following requirements to pursue certification as a professional Recovery Peer Advocate:
- i. Obtain training and certification by the New York Certification Board.
 - ii. Alternatively, apply for a provisional certification after completing the 50 hours of required training (section 2.1(e)(v) of this

Agreement), which is valid for two years while completing the remaining requirements for full certification as defined below. Once completion of all required training and related work hours (paid or unpaid), the candidate may apply for non-clinical peer positions. To upgrade to the full CRPA, they must submit an application and pass the Peer Recovery Exam. Certifications for full CRPA's are valid for three years.

- iii. Demonstrate lived experience in recovery or with navigating recovery systems; and
 - iv. Possess a high school diploma or have their GED; and
 - v. Complete 50 hours of required training (advocacy, mentoring and education, recovery wellness support, ethical responsibility and Medication Supported Recovery); and
 - vi. Complete at least 500 hours of related volunteer or work experience; and
 - vii. Complete at least 25 hours of supervision by qualified supervisory staff; and
 - viii. Pass the International Certification and Reciprocity Consortium exam.
- f. **Supervision of CRPAs.** The Provider Agency shall supervise the CRPAs. Supervision of the CRPAs shall be facilitated by the Provider Agency's Program Supervisor. This position provides the required supervision of the Peer Alliance Project and shall meet the requirements identified for future New York State Office of Mental Health Community Oriented Recovery and Empowerment services funding, such as the requirement of being a licensed provider who is in current standing. The Program Supervisor shall dedicate 10% of their time to the Project and shall report to the Provider Agency's Chief Executive Officer.
- g. **Provide Wellness and Community Based Activities for The Community:** The Provider Agency shall utilize funds from the Project to coordinate and provide structured wellness activities at each site to assist individuals engaged in recovery services. These activities may include fees for trainers, such as reiki and yoga (when not volunteered); materials for activities; craft supplies; rental of equipment (such as bounce houses for family events); or entertainment costs. The goal is to build skills for Peer Advocates in sober community settings.
- h. **Marketing and Outreach:** The Provider Agency shall develop marketing materials such as flyers, commercials, social media boosts, radio ads, and other materials that support their anti-stigma campaign.

- 2.2. **Develop Standard Operating Procedures:** The Provider Agency shall develop and maintain standard operating procedures (SOP) pursuant to all aspects of this Agreement. The Provider Agency shall update the SOP on a regular basis and emphasize the safety of both staff and community members.
3. **COMPENSATION:** For the Services rendered pursuant to this Agreement, the County shall pay the Provider Agency an amount not to exceed Ninety-Nine Thousand Dollars and Zero Cents (\$99,000.00) during the term of this Agreement.
4. **FISCAL ADMINISTRATION:** Payment will be made after submission of a duly prepared Oneida County Voucher (“Voucher”) and a separate itemized invoice to OCDMH. Invoices submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the Voucher and shall identify the service line they are related to. Annexed hereto and made part hereof as Appendix B is the Provider Agency’s contract budget for the term of this Agreement which contains the service lines. Annexed hereto and made part hereof as Appendix C is the Voucher form to be used. Annexed hereto and made part hereof as Appendix D is the invoice form to be used. The Voucher and invoice forms shall coincide with the budget categories and descriptions in Appendix B. It is expressly understood that the County may not reimburse services that are not approved or listed in Appendix B.
- 4.1. The Provider Agency shall ensure that all funds associated with this Agreement comply with the Approved Uses outlined through the guidance received from OASAS through the OSF, annexed hereto and made part hereof as Appendix E.
- 4.2. The Provider Agency shall ensure that all funds associated with this Agreement do not supplant any funding its organization already receives, and rather supplements items to enhance its programs.
- 4.3. In the event that New York State or the County disapproves or changes the funding amount that is listed in Appendix B, the Provider Agency, at the request of the County, shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for costs not approved for reimbursements by the County or New York State or for changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the Oneida County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.
5. **REPORTING REQUIREMENTS:** The Provider Agency agrees to comply with the County’s contract monitoring process, which in addition to the completion and submission of quarterly progress reports (as outlined below), may include participation in contract

compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.

- 5.1. **Performance Reporting:** The Provider Agency agrees to develop, and submit to the County, on the last business day of the following month at the end of each quarter (e.g., January-March report due April 30th), a quarterly progress report containing relevant contract-related outcomes, impacts, de-identified success stories, and updates for that reporting period. After developing the performance report, the Provider Agency shall receive approval by the County. Such report is subject to changes at the discretion of the County. The Provider Agency shall also submit a yearly report on the overall outcomes and impacts of the Project, which shall be shared publicly with the community.
- 5.2. **Data Sharing:** The Provider Agency shall submit to the County, on a quarterly basis or as specified otherwise, data such as individual session participation statistics; group session participation statistics; wellness activities completed; dissemination of marketing materials; results of participant satisfaction survey developed by the Provider Agency; and anti-stigma campaign information. Such information shall be presented in a thoughtful consolidated and clear report, ensuring that information is properly explained.
6. **AOT:** The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by New York State and/or the County for monitoring purposes. It is expressly understood that all information sent to the County will be handled in a safe and confidential manner.
7. **AUDITING:** The County or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Provider Agency which are directly pertinent to the Agreement for the purpose of performing audits or examination, taking excerpts, and reviewing transactions. Provider Agency shall maintain all case records, all financial records, and all associated audit information for the minimum schedule as identified in the Retention and Disposition Schedule for New York Local Government Records (LGS-1) issued by the New York State Education Department. Provider Agency shall also make such information available to the County in a format and at intervals to be determined, but, in any event, the records and information shall be available to the County upon request for audit purposes.
8. **MISCELLANEOUS:** The Provider Agency agrees to participate in the development and implementation of the Local Service Plan required by New York State Mental Hygiene Law Section 41.18, as well as other comprehensive planning processes for Oneida County – which may include the Oneida County Opioid Task Force or its associated entity, if requested and if appropriate. Participation may include but not necessarily be limited to:

attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Consultant; submission of planning reports and CON applications and/or prior approval and review applications to the county prior to submission to the state; and attendance and cooperation with various ad hoc work groups of the subcommittee.

9. **TERMINATION OF AGREEMENT:** Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County, State, or Federal requirements for the provision of the Services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent, or falsifies its records or reports, or if funds are found to be supplanting (duplicating) other Provider Agency funds, the County may terminate this Agreement effective immediately, or, at the County's option, effective at a later date, after sending notice of such termination to the Provider Agency.
 - 9.1. The County shall be released from any and all responsibilities and obligations arising from the Services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for Services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency's compliance with the terms and conditions herein.
 - 9.2. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
10. **SEVERABILITY:** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such finding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
11. **CHOICE OF LAW:** The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the County of Oneida, State of New York.
12. **CONFIDENTIALITY:** The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any New York State or federal statute regulating such files. Information contained in these files shall be released only in accordance with such laws and further, upon the written consent of the client being served or to the County as outlined below.
 - 12.1. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being

confidential and shall not be re-disclosed without the written consent of the individual.

12.2. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

- a. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the “Scope of Services” above for the County. This means, among other things, that:
 - i. The Provider Agency shall only access confidential information for which there is a need to know; and
 - ii. The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - iii. The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
- b. The Provider Agency shall safeguard and shall not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
- c. The Provider Agency shall report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
- d. The Provider Agency understands that the obligations under Section 12 of this Agreement will continue after termination of this Agreement and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
- e. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency shall safeguard the confidentiality of all confidential information.
- f. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may

result in immediate termination of access to the information system and legal action against the Provider Agency.

- 12.3. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.
 - a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information: "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
13. **MANDATED REPORTING:** The Provider Agency and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Family and Community (Social) Services. The Provider Agency shall also notify the Commissioner of the OCDMH of any and all reports made to the Statewide Central Register.
14. **DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS:** To the fullest extent permitted by law, Provider Agency agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorneys' fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law for: (a) injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any equipment used by or furnished to Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for

whose acts they may be liable; and (b) breach by the Provider Agency of this Agreement or of any law.

15. **INSURANCE:** The Provider Agency shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A-(excellent) rating by A. M. Best. Accepted proposals which do not require each of the following types of coverage, in the discretion of the County, may be permitted by the County to omit such type of coverage from the subsequent Agreement.

15.1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.

- a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- b. Oneida County, and all other parties required of Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.
- c. Abuse and Molestation coverage must be included.

15.2. Professional Liability/Errors and Omissions Coverage, with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- a. Coverage for review of cases and resulting Professional assessment.
- b. Coverage for Abuse and Molestation.

15.3. Automobile Liability:

- a. Business Auto Liability with limits of at least \$1,000,000 each accident.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall 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.

15.4. Commercial Umbrella

- a. Umbrella limits must be at least \$5,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

15.5. Workers' Compensation and Employer's Liability.

- a. Statutory limits apply.

16. **CERTIFICATE OF INSURANCE:** Prior to the performance of any Services the Provider Agency shall provide certificates of insurance to the County evidencing the foregoing policies. Attached to the certificates of insurance for general commercial liability and commercial umbrella liability shall be a copy of the additional insured endorsement listing the County of Oneida at its principal offices that is part of such policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County. Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this agreement. Provider Agency shall provide proof of disability insurance, where applicable, prior to the execution of this agreement.
17. **WAIVER OF SUBROGATION:** Provider Agency waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.
18. **ASSIGNMENT:** Provider Agency is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Provider Agency's right, title, or interest in this agreement, or Provider Agency's power to execute this agreement, to any other person or entity without the previous consent in writing of the County.

19. **INDEPENDENT CONTRACTOR:**

19.1. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they shall conduct themselves in accordance with such status, that they shall neither hold themselves out as, nor claim to be officers, employees, agents, or servants of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County.

19.2. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship, or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance workers' compensation, disability insurance or social security insurance. The Provider Agency shall indemnify and hold the County harmless from all loss liability incurred by the County as a result of the County not making such payments or withholdings.

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

20. **ACCOUNT REPRESENTATIVE:** Provider Agency shall appoint, by name, a company representative who shall be responsible for servicing this Agreement. The representative shall be responsible to provide the services required to ensure that the account would be administered in an organized systematic manner.

21. **MEDIA & ADVERTISING:**

21.1. **Advertising Award:** The Provider Agency must receive written approval from the County before advertising the award of the contract or the services to be provided under this Agreement. The Provider Agency agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the Provider Agency or its services are endorsed or preferred by the County.

- 21.2. Media:** The Provider Agency shall receive written approval from the County before utilizing the County seal and any other logo associated with the County. Final drafts of proposed media materials shall be submitted to the Department for consideration.
22. **EXTENSIONS AND AMENDMENTS:** In the event that the Provider Agency may require a budget extension or amendment to this Agreement, the Provider Agency shall express, in writing, why it is necessitated. The County shall provide a budget extension document(s) that Provider Agency shall complete the same in order for consideration of an amendment. It is expressly understood that any changes to this Agreement are at the sole discretion of the County.
23. **OWNERSHIP OF DOCUMENTS/WORK PRODUCT:** It is agreed that all finished or unfinished documents, data, or reports, prepared by Provider Agency pursuant to this Agreement shall be considered the property of the County, and upon completion of the Services to be performed, or upon termination of the Agreement for cause, or for the convenience of the County, will be turned over to the County.
24. **APPROPRIATIONS:** This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
25. **GOVERNING LAW:** All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of laws. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Provider Agency consents to such jurisdiction.
26. **ENTIRE AGREEMENT:** It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof. Annexed hereto and made a part hereof as Appendix A (Standard Oneida County Contract Conditions), Appendix B (Provider Agency Budget), Appendix C (Oneida County Voucher), Appendix D (Oneida County Invoice), and Appendix E (Approved Uses) which are additional terms, covenants, and conditions that the respective parties agree to be bound by and follow as part of this Agreement.
27. **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.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS THEREOF, the County and the Provider Agency have signed this Agreement.

COUNTY OF ONEIDA

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

By: Ashlee Thompson _____ Date 5/14/2024
Ashlee L. Thompson
Commissioner, Department of Mental Health

CENTER FOR FAMILY LIFE AND RECOVERY, INC.

By: Cassandra Sheets _____ Date 5-11-24
Cassandra Sheets
Chief Executive Officer

Approved

By: _____
Ellen Rayhill, Esq.
Assistant County Attorney

2/1/24

Edited 3/1/24

RE: OC Opioid Summary \$99,000

PROJECT FOCUS

- The primary activity of this project is increasing the capacity and reach of the peer collaborative, "alliance." A collaborative is a local community of like-minded individuals in recovery from substance abuse, spanning across the region. The foundation of the peer alliance is already in place; this funding will allow for the hiring of new staff, training of new peers, and expansion of the service area to include areas like Camden. Members will attend weekly peer coaching skills classes at the CLC, and at other Oneida County locations. Individuals who have practiced skills for a minimum of a month are invited to apply and interview for the full peer collaborative which provides training to become a Certified Peer Recovery Advocate, a "CPRA." Those that have lived experience and show a foundation in practiced wellness, community engagement, and an understanding of the peer role may be invited into full training on scholarship. Individuals get supervised practice engaging individuals in the coaching role. There are two job-role tracks for this role, either as a volunteer or a professional.
- All peers are critical to the alliance, but the professional peers are highly trained and specialized in the work. Peers draw from personal, lived experience with substance use and commonly also co-occurring with mental health. They receive professional training to provide non-clinical support services as identified in an individual's recovery plan. Even though peer services emphasize the knowledge and wisdom of lived-experience, peers are encouraged to be calculated in how they share their story to ensure that it benefits the program participant on their own pathway to recovery.
- An individual must meet the following minimum requirements to pursue certification as a professional Recovery Peer Advocate: they had to have lived experience in recovery or with navigating recovery systems, they hold a high school diploma or have their GED and pass the International Certification and Reciprocity Consortium exam, and they complete 50 hours (about 7.5 days) of required training (advocacy, mentoring & education, recovery & wellness, and ethical responsibility). The Recovery Coach Academy Training is 30 hours, Ethical Considerations for Recovery Coaches is 16 hours, Medicated Supportive Recovery is 4 hours. Further, the New York Certification Board is

whenthereshelpthereshope.com

the only entity authorized by OASAS to oversee the training & certification of Certified Recovery Peer Advocates in New York. There is a requirement for at least 500 hours (about 3 months) of related or volunteer work experience and at least 25 hours of supervision by a qualified, supervisory staff member.

- Upon completion of all these requirements, an application can be submitted to OASAS for full certification as a CRPA. Once granted, the certification is valid for 3 years.
- A person can apply for a provisional certification (CRPA-P) valid for 2 years while completing the remaining requirements for full certification as defined above.
- Utilizing their recovery expertise, professional training and lived experience, peers boost an individuals' engagement with and commitment to recovery. The goals of peer advocacy are to promote recovery, remove barriers, connect individuals with recovery support services, encourage hope, optimism and foster a healthy living style.
- Commonly provided activities for peers include emotional support to demonstrate empathy, caring, concern in activities such as peer mentoring/recovery coaching, and recovery support groups. They can provide non-clinical support, especially after periods of hospitalization, incarceration, or inpatient substance abuse treatment. Peers can also provide informational support, health and wellness information, and educational assistance. They can connect with others to help in acquiring new skills such as life skills, employment readiness. Instrumental Support provided by peers can help with task accomplishment, especially with challenging tasks such as filling out applications and obtaining entitlements. They may help with linkages to securing childcare, transportation, food, clothing, and shelter. They can also provide resources on formal recovery support or treatment services as needed. Last, but not least, the value of peer companionship and connection is clearly seen in the work of the alliance. Peers help individuals in early recovery to feel connected and enjoy being with others. Peers may help facilitate events at the CLC and other locations, showing that there can be fun without substances. Peers may "graduate" from the program volunteer track. They can

whenthereshelpthereshope.com

then also choose the professional peer track to help sustain the support and staffing of the peer alliance.

- Sometimes, the role of the peer can overlap with other helping roles, which can lead to potential role ambiguity and conflict. This is proactively addressed with peers when onboarding, so professional standards are well understood by all. Peer services offer dimensions of recovery support not available from other helping roles. It is important to define what are not the roles of the peer. There are some noticeably clear roles that are not the domain of the Peer. These include the following: sponsor, counselor, nurse or doctor, attorney or lawyer, and priest/Minister/Rabbi.

Performance Plan/Metrics:

Includes three different domains of change:

- 1. COMMUNITY –LEVEL to improve systems**
- 2. AGENCY/PROVIDER-LEVEL to improve services**
- 3. INDIVIDUAL CHANGES to save lives**

COMMUNITY-LEVEL GOALS:

- Increasing the number of local person-centered, recovery-oriented mobile services in Oneida County
- Increasing the number of individuals referred from the community to CFLR services for recovery, family support, prevention, and counseling.

AGENCY GOALS:

- Increase new peers successfully trained, suggested target of 8 new /annually CRPA Complete – have been able to complete 4 with current funding – added 4 with additional funds.
- Train the trainer for CRPA required trainings per certification, get 2 current staff certified and identified as Best Practice Trainers – this will be more cost effective in the community for future growth in preparing job readiness opportunities to individuals

interested in becoming a peer advocate. This will be paid in conjunction with HRSA funds. (See below & included FOR-NY agreement with CFLR)

- # of individuals served through peer alliance and peer collaborative, 14/annually per full time peer suggested number total serviced through alliance of 40 for individual services, 80 for total community outreach

INDIVIDUAL/CLIENT GOALS:

- Recovery individuals (individuals with substance use disorder/mental health concerns) maintain sobriety and recovery while receiving services / at least 85% of consumers satisfied/notice positive changes.
- Recovery individuals (individuals with substance use disorder/mental health concerns) satisfied with peer alliance services provided/at least 10 annually.
- Recovery individuals, positive change in social determinants of health area – family/individual economic stability (job readiness) at least 80%.

BUDGET AND JUSTIFICATION

Continued funding for this Improvement project will be critical to its long-term success. Funding to improve collaborations and evaluate and share findings with the community will ensure the success of all.

- Project budget is a 1 year/12-month continuation with some expansion funding for the peer alliance project.

Personnel and Labor and Fringe:

- The Program Supervisor, 1 FTE at a maximum salary of \$65,000/annually- 10% of this position is budgeted in the Alliance project. This position provides the required supervision of the multi-site project, and meets the requirements identified for future C.O.R.E. funding (must be a licensed provider; must be in current standing). Peers require a great deal of supervision to stay focused. This position shall report to the CEO.

- The home-grown peers at 32,000/annually make up the backbone of the project, providing direct services to those in recovery. The project benefits from three distinct roles to ensure a clear division of responsibilities, enhancing efficiency. By assigning multiple individuals to the project, we maintain momentum and productivity, ensuring timely completion. This approach not only streamlines the process but also fosters a collaborative environment for success.
 - 1-FTE in this program to be the Peer Lead – 32,000
 - .5 FTE to run groups in Rome and Camden collaboration with HRSA grant and Oneida County Funds designated for Recovery. 16,000 + \$6,962 HRSA/9,028 OC
 - .32 FTE for outreach and expansion \$10,240 + 21,760 in collaboration with the HRSA grant.

The HRSA (Health Resources & Services Administration) grant's purpose is to educate and train future and current health professionals in treatment and interventions for behavioral health disorders, including substance use disorders to improve behavioral health care services in rural areas of NY State, with a focus primarily on the delivery of education/training services and technical assistance/support in the following counties: Oneida, Herkimer, Lewis & Madison Counties. This is a 3-year grant, currently we are in year 2 that started 9/1/2023. One of the projects for year 2 is to formalize and expand peer support networks, CFLR already had the foundation in place for the Peer Alliance/Peer Collab. The HRSA funding is available to scholarships up to 10 individuals, focusing on rural communities and peer professionals with black or brown ethnicity. With this current project and the Oneida Co. Opioid Response grant CFLR would have the opportunity to assist an additional minimum of 8 individuals.

CFLR receives \$50,000 for Recovery Services in Oneida County. We have designated 10,382 of Peer salary to support this project. The remaining 39,618 is designated to street outreach.

- Fringe is calculated at 15-20% of salary costs for the benefits provided to 1 FTE eligible staff- include health insurance, other elective insurances, and retirement. The

supervisor position and other 2 part time peer positions are calculated 15-17% as their benefits are slightly reduced due to their FTE status in the grant. This is done to create equitability for funding sources.

- Other non-personnel expenses:
 - Project travel is estimated at \$504 per year Project travel is estimated at about 636 miles per year - per employee (53 miles per employee per month) to travel to the rural communities, at the rate of \$0.655 cents per mile. (\$920 HRSA)
 - The certification training costs \$900 per target goal is 8 – \$7,200. Through Connecticut Community for Addiction Recovery, they provide all required certification and training for a staff to become a Recovery Coach Professional, and then become a Facilitator (Best Practice Trainer). The cost of becoming a best practice trainer is \$3200, Per person. CFLR plans to get 2 staff certified as CCAR Trainers and Best Practice Trainer (BPT) that will allow trainings to be scheduled on a regular rotation that encourages individuals to participate with the Peer Alliance and know available dates for upcoming trainings (\$6,400 total – paid by HRSA).
 - Structured wellness activities at each site help individuals engage in recovery services, \$2736. These activities include fees for trainers (reiki, yoga- when not volunteered), materials for activities – craft supplies, rental of equipment – bounce houses for family events. Entertainment costs.
 - A share of technology and security site costs are included, such as the copier leasing and electronic record management system, \$135.00 per month - \$1,000 + 630 (HRSA).
 - Marketing & Outreach: \$273 per month Create rack card brochures, advertising radio/tv from previous graduates of program, anti-stigma campaign materials. \$1,200 + 2,076(HRSA)
 - Insurance is calculated at \$500/annually.
 - Phones, integral for staff to stay in touch with co-workers, consumers, and partners, hotspot for Wi-Fi access is estimated at \$450 for a year/line charges for one staff.

whenthereshelpthereshope.com

- Purchase of iPads for peer use to collect data – complete testing. \$788 (HRSA)
- Rental for space use in Rome is \$ 150.00 per month and will be used for in-person classes/training. The total cost \$600.00 + \$1,200 (HRSA)
- The concluding section, #4, calculates Administrative Expenses. For the purposes of this budget, this is set at 10%, \$8,959. HRSA is \$7,156 – this pays specifically for HR, Finance support.

NARRATIVE/CONCLUSION:

The toll of the opioid epidemic demands our urgent and comprehensive intervention. This proposal, by focusing on the expansion of recovery peer-led alliance services, strives to address the needs and fill critical gaps. Through this proposed improved collaborative approach, the peer alliance will not only alleviate the immediate impacts of the crisis but also create long-lasting and sustainable change for individuals, families, and communities.

The original program proposed a budget of \$300,000. Upon receiving a reduced amount of \$99,000 – CFLR spent time re-configuring other funding sources to optimize the program, leverage all funding relevant to this program work to put enough resources into the project to complete it with integrity. CFLR was able to align \$75,000 (HRSA), \$10,382 (Oneida County Recovery Funds) to total \$184,382.

APPENDIX B - CFLR BUDGET

2023 ONEIDA COUNTY OPIOID RESPONSE REF PROPOSED BUDGET										
APPLICANT NAME: Center for Family Life and Recovery (CFLR)										
PROPOSED BUDGET DURATION: 12 months										
TOTAL AMOUNT REQUESTED: \$ 99,000.00										
LINE ITEM #	LINE ITEM EXPENSE	AGENCY OR PROVIDER NAME	OCOR #/FTE	OCOR % FTE	BASE ANNUAL SALARY/ WAGE	% OF TOTAL GRANT	TOTAL AMOUNT ALLOCATED FOR PROJECT	CO-ORDING SUPPORT AMOUNTS	TOTAL COST FOR EXPENSES INCURRED WITH THIS PROJECT	SUSTAINABILITY PLAN POST AWARD
SECTION 1 - PERSONNEL/LABOR Title & Organization										
1A	Supervisor	CFLR	0.10	100%	\$ 65,000.00	7%	\$ 6,500.00	\$ 98,500.00	\$ 63,000.00	Supervisor and Outreach programs. The Program Supervisor (1 FTE) at a maximum salary of \$65,000 annually. 10% of this position is budgeted to the Peer Alliance project. This position provides the required supervision of the multi-site project, and needs the requirements identified for future C.O.R.E. funding (e.g. must be licensed provider & must be in current standing). Peer Advocates receive a great deal of supervision to stay focused. This position shall report to the CEO. **Funding detail: In addition to the \$6,500 paid for by the Oneida County Opioid Response (OCOR) project, \$12,000 of this line item is paid for by CFLR's HRSA Grant and the remaining \$33,500 is paid for by CFLR's general care and administrative funding.
1B	Lead Certified Recovery Peer Advocate (Ultras/Ramp)	CFLR	1.00	100%	\$ 32,000.00	32%	\$ 32,000.00	\$	\$ 32,000.00	The Lead Certified Recovery Peer Advocate (CRPA) provides support, training, supervision, referral and administrative assistance. They will be assigned to the primary area of the OCOR project. The CRPA is a member of the Peer Alliance. They will be participating in the Peer Alliance recovery. This will allow training to be scheduled on a regular basis, which will encourage individuals to participate in the Peer Alliance.
1C	Certified Recovery Peer Advocate Group Facilitation & (Ramp/Cambium)	CFLR	0.50	50%	\$ 32,000.00	16%	\$ 16,000.00	\$ 16,000.00	\$ 32,000.00	This Certified Recovery Peer Advocate (CRPA) will facilitate groups in their assigned area of focus/ambulation. This position is purchased with HRSA funding. The CRPA will become a facilitator (Peer Practice Trainer) through the Community for Addiction Recovery. This will allow training to be scheduled on a regular basis, which will encourage individuals to participate in the Peer Alliance. **Funding detail: In addition to the \$16,000 paid for by the OCOR project, \$6,932 of this line item is paid for by CFLR's HRSA Grant and the remaining \$9,034 is paid for by Oneida County Recovery Funds which CFLR receives \$10,000 total each year.
1D	Certified Recovery Peer Advocate Training/Outreach (North County)	CFLR	0.32	32%	\$ 32,000.00	10%	\$ 10,240.00	\$ 2,760.00	\$ 32,000.00	This Certified Recovery Peer Advocate (CRPA) provides outreach and anti-stigma message to the North County area. They will work with HRSA grant for increase rural capacity. **Funding detail: In addition to the \$10,240 paid for by the OCOR project, \$21,760 of this line item is paid for by CFLR's HRSA Grant.
SECTION 2 - FRINGE BENEFITS										
2A	Supervisor	CFLR	0.10	10%		1%	\$ 975.00	\$ 2,518.00	\$ 9,750.00	Health insurance, other elective insurance, retirement, FICA, Worker's Comp, and unemployment benefits - 15%. **Funding detail: In addition to the \$975 paid for by the OCOR project, \$2,518 of this line item is paid for by CFLR's HRSA Grant and the remaining \$6,257 is paid for by CFLR's general care and administrative funding.
2B	Lead Certified Recovery Peer Advocate	CFLR	1.00	100%		6%	\$ 6,200.00	\$	\$ 6,200.00	Health insurance, other elective insurance, retirement, FICA, Worker's Comp, and unemployment benefits - 19.375%
2C	Certified Recovery Peer Advocate Group Facilitation & Training/Outreach (H.C. & 1D)	CFLR	0.82	82%		4%	\$ 3,936.00	\$ 6,944.00	\$ 10,880.00	Health insurance, other elective insurance, retirement, FICA, Worker's Comp, and unemployment benefits - 17%. **Funding detail: The total fringe amount for positions 1C and 1D (for full time status) is \$10,880. Due to \$3,590 of HRSA funding and \$1,353 allocated from Oneida County Recovery Funds, the OCOR project will only fund the remaining \$5,937.
SECTION 3 - OTHER NON-PERSONNEL EXPENSES										
3A	Travel, local mileage reimbursement	CFLR				1%	\$ 604.00	\$ 920.00	\$ 1,424.00	Project travel is estimated at about \$36 miles per year - per employee (33 miles per employee per month) *4 EMPLOYEES to travel to the rural communities, at the rate of \$16.55 cents per mile. **Funding detail: Additional funds for this line item are paid for by other entities - \$920 from CFLR's HRSA grant and the use of agency vehicle.
3B	Conference & Training Expenses	RCA				7%	\$ 7,200.00	\$ 6,400.00	\$ 13,600.00	\$400 per person (total of 8 participants) will be funded - \$7,200. Community Addictive Recovery (CAR) training for 2 staff (1 lead and 1 CTA) through the Peer Alliance. This line item includes transportation for CAR training. **Funding detail: In addition to the \$7,200 paid for by the OCOR project, \$6,400 is paid for by CFLR's HRSA grant for this line item.

APPENDIX B - CFLR BUDGET
CONTINUED

Line Item	Activity	CFR, CTC	Rate	Amount	Amount	Amount	Amount	Project - IRSA Funding
3C	Wellness & Community Based Activities	CFR, CTC	3%	\$ 2,736.00	\$ -	\$ -	\$ 2,736.00	Funds for structured wellness activities at each site to help individuals engage in recovery services. These activities may include fees for trainers, such as (cost and years) (when not volunteered), materials for workshops, credit supplies, rental of equipment (e.g. bounce houses for family events), and/or entertainment costs. The goal is to build skills for peers in community settings; a minimum of 12 a year (3224 per activity)
3D	Technology	CFR	1%	\$ 1,620.00	\$ 620.00	\$ -	\$ 1,000.00	CFR, CTC IRSA grant for this line
3E	Marketing & Outreach	CFR	1%	\$ 1,776.00	\$ 2,076.00	\$ -	\$ 2,776.00	CFR, CTC IRSA grant for this line
3F	Program Insurance	CFR	1%	\$ 500.00	\$ -	\$ -	\$ 500.00	Required program insurance
3G	Equipment	TBD Phone Provider	0%	\$ 450.00	\$ 788.00	\$ -	\$ 1,238.00	Phones, internet for staff to stay in touch with co-workers, consultants, and partners, laptop for ME PI needed (estimated at \$150 for 3 w/lines changes for our staff. IRSA's will purchase plans for peer use to reduce data and computer usage. **Funding detail in addition to the \$450 paid for by the OGOR project \$788 is paid for by CFR's IRSA grant for this line item
3H	Rental Space & Utilities	CFR, CTC	1%	\$ 600.00	\$ 1,200.00	\$ -	\$ 1,800.00	Rental for space use (maximum of \$120/month) will be used for at-personal classes/meeting. **Funding detail in addition to the \$600 paid for by the OGOR project \$1,200 is paid for by CFR's IRSA grant for this line item
SECTION J - ADMINISTRATIVE EXPENSES								
4A	Indirect Expense	CFR	9%	\$ 8,959.00	\$ 7,156.00	\$ -	\$ 16,115.00	Supporting administrative costs of providing the program. **Funding detail in addition to the \$8,959 paid for by the OGOR project \$7,156 is paid for by CFR's IRSA grant for this line item
				TOTAL PROPOSED BUDGET	\$ 99,000.00	\$ 124,882.00	\$ 230,139.00	N/A

Schedule C – Approved Uses

I. TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g.,

surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.
8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, transportation, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery

housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

- b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or

other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children’s Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

II. PREVENTION

A. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of

Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.
8. Educating Dispensers on appropriate opioid dispensing.

B. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engaging non-profits and faith community as a system to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

C. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

III. OTHER STRATEGIES

A. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provisions of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

B. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of

preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

C. TRAINING

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

D. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
9. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

E. POST-MORTEM

1. Toxicology tests for the range of synthetic opioids presently seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental.
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.



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

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

1a. Legal Name & Address of Insured (use street address only)
CENTER FOR FAMILY LIFE & RECOVERY INC.
502 COURT STREET SUITE 401
UTICA, NY 13502
1b. Business Telephone Number of Insured
315-735-2236
1c. Federal Employer Identification Number of Insured or Social Security Number
274295905
2. Name and Address of Entity Requesting Proof of Coverage
ONEIDA COUNTY
800 PARK AVE
UTICA, NY 13501
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL353180
3c. Policy effective period
01/01/2024 to 12/31/2024

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

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

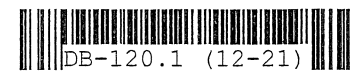
Date Signed 3/25/2024 By [Signature]
Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed _____ By _____
Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

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

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CENTFOR-01

TMAURO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Scalzo, Zogby, & Wittig, Inc. CONTACT NAME: Tammy Mauro. PHONE: (315) 792-0000. E-MAIL: tammym@szwinsurance.com. INSURER(S) AFFORDING COVERAGE: Philadelphia Insurance Co.

COVERAGES CERTIFICATE NUMBER: 36 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSO YVVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Professional Liability, Abuse/Molestation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Oneida County is additional insured on a primary and non-contributory basis on the General Liability per the General Liability Deluxe Endorsement...

CERTIFICATE HOLDER

CANCELLATION

Oneida County
800 Park Avenue
Utica, NY 13502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]



**ONEIDA COUNTY
OFFICE OF WORKFORCE DEVELOPMENT**

209 Elizabeth Street
Utica, NY 13501
Phone: (315)798-5908 Fax: (315)798-5909

ANTHONY J. PICENTE, JR.
County Executive

DAVID L. MATHIS
Director, Workforce Development

May 10, 2024

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

FN 20 24-250

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

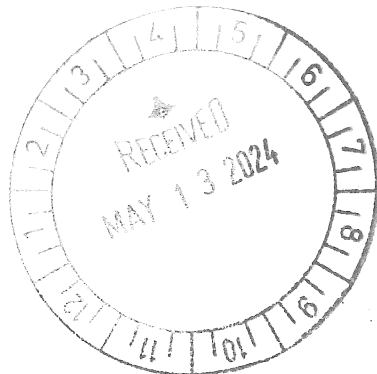
The Oneida County Summer Youth Employment Program is a program that annually provides work experience for the youth of our community who learn the lessons that only come from a job site and helps our community by working with public, private and not-for-profit partners.

As this program continues to move forward, it is my pleasure to present you with a template Agreement between Oneida County and various Oneida County Providers. This template Agreement sets forth the requirements to operate one of our programs serving youth. This program is funded through federal and state funds passed through the state and will have no cost to county taxpayers.

We are hoping that this template Agreement can be approved as part of our effort to work with the community and young people of the region to move our economy forward. If this template Agreement meets with your approval, please forward it to the Board of Legislators for consideration at their next meeting. If there are questions regarding this Agreement, please contact my office.

Sincerely,

David L. Mathis
Director



Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
Date 5-13-24

Oneida Co. Department: Workforce Development

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Various Providers - template

Title of Activity or Service: Summer Youth Employment Program

Proposed Dates of Operation: July 1, 2024-September 1, 2024

Client Population/Number to be Served: eligible Oneida County youths

Summary Statements

- 1) **Narrative Description of Proposed Services:** The Providers will provide a work experience for eligible youth.
- 2) **Program/Service Objectives and Outcomes:** The Providers will assist youth in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: Set forth in approved 2024 Budget **Account # #J6293**

Oneida County Dept. Funding Recommendation: Varies per Provider

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% Federal and NYS through NYS Temporary Assistance for Needy Family Funds administered by the NYS Office of Temporary and Disability Assistance.

Cost Per Client Served:

Past Performance Data: This program has been funded in the past and has been a success.

O.C. Department Staff Comments: This program, using Federal and NYS SYEP funds provided through the state, continues a successful partnership between Oneida County and local partners in providing job skills for youth.

Mandated: No

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)

**VARIOUS PROVIDERS
TANF SUMMER YOUTH EMPLOYMENT PROGRAMS**

WORK EXPERIENCE PROGRAM

PY 2024 – TANF- 001

This Agreement is entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Workforce Development Department, located at 209 Elizabeth Street, Utica, New York 13501 (hereinafter referred to as the “County”), and **VARIOUS PROVIDERS**, (hereinafter referred to as the “Contractor”).

WITNESSETH

WHEREAS, the County has entered into an agreement with New York State, represented by its Governor, to implement an employment and training program in Oneida County pursuant to the New York State Office of Temporary and Disability Assistance (hereinafter referred to as “OTDA”) 2024 New York State Summer Youth Employment Program (hereinafter referred to as “SYEP”); and

WHEREAS, the County was awarded a special Temporary Assistance for Needy Families (hereinafter referred to as “TANF”) grant from New York State to fund SYEP programs that will provide educational, paid, summer employment to TANF eligible participants; and

WHEREAS, the County received a proposal from the Contractor to operate such a SYEP program (hereinafter referred to as the “Program”); and

WHEREAS, the County desires to use said grant to compensate the Contractor for operating the Program;

NOW THEREFORE, in consideration for the compensation and services agreed herein, the parties agree as follows:

1. **TERM.** The term of this Agreement shall commence **on or about July 1, 2024 and expire on or about September 1, 2024**. Actual start and end dates may vary due to program considerations.
2. **THE WORK.** The Contractor agrees that the Program shall conform to the Program Narrative (Exhibit A) of this Agreement, attached hereto and made a part hereof.
3. **COSTS.**
 - 3a) The County agrees to expend an amount up to, but not to exceed _____ **dollars (\$ _____)** for the Program expenses delineated in the Budget Information Summary (Exhibit B) of this Agreement, attached hereto and made a part hereof; said Program expenses are to be paid to the Contractor for allowable costs incurred in the performance of this Agreement.
 - 3b) It is understood and agreed that the County shall not be responsible for any expenses incurred by the Contractor prior to the effective date or following the termination date of this Agreement.
4. **MODIFICATIONS.** The County reserves final decision-making authority over all proposed modifications, major or minor, to this Agreement. All modifications to the term, purpose, or Budget Information Summary must be made by amendment to this Agreement and signed by both parties. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by federal, state or local laws or regulations
5. **RECORDS AND REPORTING.** The Contractor shall record all costs incurred in the fulfillment of this Agreement. It is agreed that a standard County voucher will be submitted by the Contractor at the conclusion of the term of this Agreement.

6. CONDITIONS.

- 6a) The Contractor will abide by all applicable terms and conditions imposed and required by any agreement between the County and the State of New York, and especially the OTDA Local Commissioner's Memorandum for SYEP (24-LCM- __). The Contractor shall abide by all subsequent revisions and modifications, as published, to set forth administrative and statutory changes imposed on it by the State of New York, or the County.
 - 6b) The State of New York, represented by the Governor is not a party hereto and no legal liability on its part is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes that may arise are between the parties hereto.
 - 6c) The relationship of the Contractor, and its officers, agents, directors and employees, to the County shall be that of an Independent Contractor. The Contractor covenants and agrees that its officers, agents, directors and employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County, and they will not by reason thereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the County or its agents, including, but not limited to Workers' Compensation coverage, insurance benefits, retirement membership or credit.
 - 6d) The Contractor shall comply with all federal, state and local laws and regulations relative to the performance of this Agreement, shall relieve the County, its agents, officers and employees from liability for consequent damages to life or property caused as a result of damage, injury or other action by the County, direct or indirect, and shall indemnify and save harmless the County, its agents, officers and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or including damages to life or property caused as a result of damage, injury, or other action by the Contractor, direct or indirect. The Contractor shall indemnify and save harmless the County, its agents, officers, and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons, and/or for all property damages of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of services provided for in this Agreement, or by or on account of any direct or indirect act or omission of the Contractor, its agents, or its employees.
7. ANTIDISCRIMINATION. No person on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under the TANF grant.
8. WORKERS' COMPENSATION COVERAGE. Workers' Compensation coverage for participants employed in the Contractor's program described in Exhibit A shall be provided at the same level and to the same extent as for other employees of the Contractor in compliance with New York State Workers' Compensation Law. The Contractor shall submit proof of such Workers' Compensation coverage prior to execution of this Agreement.
9. RESERVATION. All powers not explicitly vested in the Contractor by this Agreement remain with the County.
10. DISPUTES. In the event a dispute arises concerning any portion of this Agreement or the Program, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations.
11. ADMINISTRATIVE AND MANAGEMENT CONTROLS. The statement of Administrative and Management Controls (Exhibit C) is attached and made a part hereof.
12. ASSURANCES AND CERTIFICATIONS. The statement of Assurances and Certifications (Exhibit D) is attached and made a part hereof.
13. DEBARMENT AND SUSPENSION/DRUG-FREE WORKPLACE. The statement of Debarment and Suspension/Drug-Free Workplace (Exhibit E) is attached and made a part hereof.
14. TERMINATION.
- 14a) Either the County or the Contractor may terminate this Agreement without penalty upon two weeks' written notice of

its intention to terminate, including a statement of specific grounds for termination. The County is subject to compliance with the applicable rules and regulations of New York State, and the same applies to work performed under this Agreement. Any termination is subject to the payment to the Contractor of all reasonable costs expended to the termination date, and/or refund by the Contractor of unexpended and uncommitted funds advanced to the Contractor, if any.

- 14b) In the event that New York State terminates its agreement with the County, or imposes restrictions in funding or a freeze of operations, the County shall be entitled to a waiver of the two-week notice requirement discussed in Section 14 (A) hereinabove, and shall immediately notify the Contractor in writing. Upon receipt of such notice, the Contractor shall immediately comply with any instructions contained therein to cease or modify the Program.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the parties hereto have caused this Agreement to be executed by their duly authorized agents.

For Oneida County:

For the Contractor:

BY: Anthony J. Picente, Jr.
County Executive

BY:

DATE

DATE

Approved by:

BY: Ellen S. Rayhill
Assistant County Attorney

DATE

**2024 Summer Youth Employment Program
Proposal Summary**

Program:

Name of Contractor:

Address:

City/State/Zip Code:

Ages to be served:

Approximate number of participants to be served:

Brief Summary of the program services proposed:

Dates:

**EXHIBIT B
BUDGET INFORMATION SUMMARY
PY 2024 TANF**

Project Budget

Supervisor

Program Coordinator

FICA

Supplies

TOTAL FOR : \$ _____

ADMINISTRATIVE AND MANAGEMENT CONTROLS OF ONEIDA COUNTY**I. Recruitment and Selection of Participants**

A. Prior to enrollment, all clients must be certified eligible by the County Intake/Assessment staff. The Contractor may select desired program participants and then notify both the County and the applicant of his/her selection.

B. When an individual is enrolled in the program, both the County Case Managers and the Contractor shall provide the participant with a thorough orientation to the SYEP program. This should include, at a minimum, a description of the services available throughout the duration of employment, all rights and responsibilities of both the employee and the employer, including grievance procedures, etc. Participants will further receive Assessment, Testing, and Individual Service strategy (ISS).

II. Service Area

The County assures that its program participants reside within the County of Oneida. A resident is defined as principally dwelling within the County at the time of application and also at the time of selection for any activities.

III. Contractor's Responsibilities to Job Training Participants

The Contractor agrees to provide a meaningful work/training experience with necessary materials and supplies, a safe worksite, necessary job orientation and training, and proper supervision.

IV. Participant Payroll Procedures

Selected participants receiving wages will be entered into the County's payment system for receipt of wages and fringe benefits, or supportive services payments

V. Advance Payments

An advance payment of any kind is not allowed under this Agreement.

VI. Reporting Requirements

A. The Contractor is responsible for providing monthly reports to the County, including information as to participant data and characteristics, financial records, and other program operation information. Such reports shall be submitted to the County Offices on forms provided by the County, no later than the tenth (10th) calendar day following the close of the month.

B. A Contractor's Final Report package may be provided to the Contractor by the County. The Contractor will submit the required information to the County after all financial transactions with the County have been completed and within thirty (30) days after the termination date of this Agreement.

VII. Monitoring Requirements

The County will monitor the program's performance, compliance, and progress. This will include the validation of the client and financial information provided by the Contractor, completed through both on-site monitoring and desk reviews. The actual schedule for monitoring will be arranged between the parties concerned.

VIII. Procurement/Materials and Supplies

A. The Contractor agrees that it will comply with 2 CFR Part 200; 2 CFR 2900; and 20 CFR Part 683, as applicable, and written County procedures.

B. The Contractor is responsible for the care and custody of all materials and supplies purchased with SYEP funds during the term of this Agreement.

C. Expendable materials and supplies allowable under SYEP shall include books and other teaching aids, and equipment and materials used directly in providing training to participants.

D. The disposition of any and all unexpended materials will be determined by the County at the termination of this Agreement.

IX. Performance Assessment

A. The County, being ultimately responsible for the implementation and operation of program activities under this Agreement, in accordance with State Regulations for SYEP, will review and assess the performance of the Contractor in executing the work and achieving the goals described herein.

B. The County will notify the Contractor, in writing, should any areas of deficiency or non-compliance be determined. The Contractor will then submit a plan of corrective action to the County, proposing a solution to the problem. Should the difficulty or non-compliance persist, action may be taken by the Consortium to terminate this Agreement for services, at which time any unauthorized costs will be recovered by the County.

C. The Contractor will assure the purposeful and effective use of SYEP funds by monitoring the activities described in this Agreement and contracted for herein. Further, the Contractor shall monitor the program goals outlined in the Program Narrative of this Agreement and shall immediately notify the County of any programmatic problems.

D. The Contractor shall cooperate fully with the County in re-planning efforts, and will submit, upon request of the County, written analysis of administrative and operational difficulties encountered in the performance of this Agreement.

X. Non-Discrimination/Equal Opportunity

The Contractor assures, that it will comply fully with the non-discrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37

XI. Grievances

A. The Contractor assures that it has established a grievance procedure relating to the terms and conditions of employment and training available to participants, or that it will choose to utilize the grievance system established by the County.

B. All grievances and complaints which cannot be resolved via informal sessions will be referred to the County Complaint Resolution Officer.

C. The Contractor agrees that any information or complaints it has involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Secretary of Labor, 200 Constitution Avenue, NW, Washington, DC, 20240.

XII. Non-Assignment/Subcontracting

The Contractor understands that this Agreement may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, or otherwise disposed of without the previous consent, in writing, of the County. Any attempts to assign this Agreement without the County's written consent are null and void.

XIII. Termination for Convenience

The County may terminate this Agreement pursuant to paragraph 14 of this Agreement.

XIV. Other Information

The County reserves the authority to examine all pertinent Contractor's records for the purpose of assuring compliance with State Regulations for SYEP. The County further reserves the authority to initiate any additional reporting or monitoring requirements to assure a more effective program operation.

The Contractor agrees to abide by any and all terms applicable to it, which are, or may be imposed upon and required of the County under the grant agreement between the County and the Governor of the State of New York, and any and all revisions thereof as they may be made by law, administrative regulation, order, rule or directive.

XV. Regulatory Compliance

A. The Contractor agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

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

C. It is expressly understood that Oneida County Government is supportive of Communities That Care (hereinafter referred to as "CtC") and strongly encourages the Contractor to become actively involved as a partner. As a CtC partner, the Contractor will submit copies of plans or grant applications, which will enhance collaborative efforts and better integrate our communities' services, to the CtC Community Board. The Contractor also agrees to become an active member on any and all appropriate CtC Committees, and the Contractor will support the County's efforts to develop a continuum of services that will support the development of healthy, productive children and adults.

ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses the legal authority to administer and supervise activities under the SYEP and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
2. It will comply with the requirements of the SYEP, and with the regulations and policies of the State of New York issued pursuant to the SYEP, as may be modified during the term of this Agreement.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Participants in the program will not be employed in the construction, operation, or maintenance of any facility that is used for religious instruction or worship.
5. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
6. It will give any authorized representative of the County, the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the Act, and to assist these representatives in determining the extent to which the program meets the special needs of low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment, in providing meaningful employment opportunities. If, for any reason, the Contractor is unable to comply with this retention requirement, the Contractor must forward all such records to the County.
7. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
8. It will comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1990.
9. It will comply with the Drug Free Workplace Act of 1988.
10. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA).
11. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
12. Worker's Compensation coverage for participants in employment programs under the Act will be provided at the same level and to the same extent as for other employees of the Contractor who are covered by a State or industry Worker's Compensation statute.
13. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
14. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
15. No program under SYEP shall impair existing contracts for services or collective bargaining Agreements without the express written concurrence of the labor organization and employer concerned.
16. No participant shall be employed or job opening filled: a). when any other individual is on layoff from the same or substantially the same job, or b). when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under SYEP.
17. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
18. Under the terms of this Agreement, it will not generate any program income without the written permission of the County.
19. Funds under SYEP will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.
20. No program funds under SYEP will be used to subsidize political activities of any kind.
21. No program funds under SYEP will be used to subsidize union or anti-union activities of any kind.
22. The payment requests it makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

**STATEMENT REGARDING LOBBYING; DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

1. LOBBYING

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

(a). No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b). 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c). The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 2 CFR Part 180;

A. 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 application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c). Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d). Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) for cause or default; and

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

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b). Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c). Making it a requirement that each employee to be engaged in the performance of SYEP be given a copy of the statement required by paragraph (a);

(d). Notifying the employee in the statement required by paragraph (a) that as a condition of employment under SYEP, the employee will-

1. Abide by the terms of the statement and;
2. Notify the Contractor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e). Notifying the County in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each SYEP.

(f). Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g). Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

May 14, 2024

FN 20 24-251

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear County Executive Picente,

Attached is one (1) copy of a multi-year agreement between Oneida County through its Health Department, and the New York State Environmental Facilities Corporation for the State Septic System Replacement Fund.

The State Septic System Replacement Fund provides Oneida County property owners within the priority geographic area with a 50% reimbursement of the eligible costs of Septic System Projects, up to a maximum of \$10,000.00 per project. These projects are designated by the State Department of Environmental Conservation in accordance with the Clean Water Infrastructure Act of 2017.

The term of this agreement is May 1, 2024, through March 31, 2027. Disbursement to the County is not to exceed \$200,000.00 total for the term of the agreement.

If this Agreement meets with your approval, please forward to the Board of Legislators for its approval at its next meeting.

Sincerely,

Daniel W. Gilmore, Ph.D., MPH
Public Health Director

/ss

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

Anthony J. Picente, Jr.
County Executive

Date 5-14-24

ADMINISTRATION

ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501

TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES

ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501

TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH

ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501

TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES

406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Environmental Facilities Corporation
625 Broadway
Albany, New York 12207-2997

Title of Activity or Service: State Septic System Replacement Fund Reimbursements

Proposed Dates of Operation: May 1, 2024 through March 31, 2027

Client Population/Number to be Served: Oneida County Properties located in the priority funding area

Summary Statements

- 1) **Narrative Description of Proposed Services:** This agreement establishes the terms and conditions under which Oneida County may seek disbursements from the State Septic System Replacement Fund to reimburse Property Owners in Oneida County an amount up to 50% of the eligible Costs of Septic System Projects, up to a maximum of \$10,000.00 per project.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$200,000

Expense Account: A4010 4090.495-000

Revenue Account: A 4010 4090.4489-000

Oneida County Dept. Funding Recommendation: \$200,000

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

Mandated: No

STATE SEPTIC SYSTEM REPLACEMENT PROGRAM COUNTY PARTICIPATION AGREEMENT

This agreement is dated as of May 1, 2024, and is between the New York State Environmental Facilities Corporation (the "Corporation") and the county of Oneida (the "County").

This agreement establishes the terms and conditions under which the County may seek disbursements from the State Septic System Replacement Fund to reimburse Property Owners in an amount up to 50% of the Eligible Costs of Septic System Projects, up to a maximum of \$10,000 per project.

Accordingly, the Corporation and the County agree as follows:

1. Definitions

"Act" means the Clean Water Infrastructure Act of 2017 (L. 2017, c. 57, Part T), which establishes the State Septic System Replacement Fund administered by the Corporation.

"Cesspool" means a drywell that receives untreated sanitary waste containing human excreta, which sometimes has an open bottom and/or perforated sides.

"Department" means the State Department of Environmental Conservation.

"Eligible Cost" includes design, repair, rehabilitation and installation costs, and costs of the septic system, septic system components, or enhanced treatment technologies, but shall not include costs associated with routine maintenance such as the pump out of a septic tank.

"Fund" means the State Septic System Replacement Fund created by the Clean Water Infrastructure Act of 2017 and codified in section 1285-u of the Public Authorities Law.

"Participating County" means a county that notifies the Corporation that it seeks authority to administer a septic system replacement program within its municipal boundaries and agrees to abide by the Program's goals, guidelines, eligibility requirements and reimbursement procedures and provide information to Property Owners regarding program parameters including eligibility criteria.

"Program" means the septic system replacement program authorized by the Act and supported by monies from the Fund to provide grants to Property Owners for their Septic System Projects, in accordance with the Act and this agreement.

"Program Outline" means the Department's State Septic System Replacement Fund Program Outline dated April 2024, as may be updated and amended from time to time.

"Priority Geographic Area" means an area designated by the State Department of Environmental Conservation in accordance with the Act, in which eligible Septic System Projects are located.

"Property Owner" means the owner of a parcel of land located in a Priority Geographic Area and served by a Septic System.

"Septic System" means a system that provides for the treatment and/or disposition of the combination of human and sanitary waste with water not exceeding one thousand gallons per day, serving a single parcel of land, including residences and small businesses.

"Septic System Project" means the replacement of a cesspool with a septic system, the installation, replacement or upgrade of a septic system or septic system components, or installation of enhanced treatment technologies, including an advanced nitrogen removal system, to significantly and quantifiably reduce environmental and/or public health impacts associated with effluent from a cesspool or septic system to groundwater used as drinking water, or a threatened or an impaired waterbody.

"Small business" means any business which is resident in this state, independently owned and operated, not dominant in its field, and employing not more than 100 individuals.

"State" means the State of New York.

2. The Program

2.1 General roles and responsibilities.

(a) The Corporation shall make disbursements from the Fund to the County to support the Program, in accordance with the Act and the procedure stated in section 3.1, up to a maximum aggregate amount of **\$200,000.00**.

(b) The County shall be a Participating County under the Program. Using Fund monies, the County shall provide grants to Property Owners in an amount of up to 50% of the Eligible Costs of an eligible Septic System Project, up to a maximum amount of \$10,000 per project. The grants shall be provided on a reimbursement basis, upon completion of an eligible Septic System Project by a Property Owner.

2.2 Grant Process.

(a) Using the form prescribed by the Corporation, the County shall notify Property Owners that they may qualify for a grant from the Program for a Septic System Project.

(b) The County shall accept from Property Owners Program grant applications in the form prescribed by the Corporation.

(c) The County shall review and evaluate each grant application in accordance with the Septic Inspection and Repair Protocols contained in section 6 of the Department's Program Outline and the Program eligibility criteria contained in section 7 of the Department's Program Outline. After reviewing each grant application and determining whether to award a grant, the County, using the form of award letter prescribed by the Corporation, shall notify each Property Owner whose Septic System Project has been selected to receive a grant from the Program, and

the maximum amount of the grant. To accept the grant, the Property Owner must sign the award letter and return it to the County.

(d) The County shall notify each Property Owner whose Septic System Project has not been selected to receive a grant from the Fund.

(e) The County shall reimburse the Property Owner up to the amount of the Property Owner's grant award, upon the Property Owner's completion of the Septic System Project and submission of a reimbursement request in the form prescribed by the Corporation, along with any applicable design approval for the Septic System Project, contractor's invoice or invoices for Eligible Costs and any proof of payment to contractor.

(f) If the County determines that the Property Owner's reimbursement request seeks reimbursement for costs that are not Eligible Costs or that the Property Owner has not properly documented the costs, the County shall deduct the ineligible or undocumented costs from the amount of the reimbursement request and shall reimburse the Property Owner only for the properly documents Eligible Costs.

(g) In connection with the payment of reimbursement to a Property Owner, the County shall ensure that each Septic System Project has been completed according to the plans and specifications approved by the County or other local government entity having jurisdiction. If installation and construction deviate substantially from the approved plans, the County shall withhold payment to the Property Owner as appropriate.

(h) Upon the request of a Property Owner, using the form prescribed by the Corporation for the assignment of the reimbursement payment, the County may provide the reimbursement payment directly to the Property Owner's Septic System Project contractor.

3. Payment by the Corporation to the County from the Fund

3.1 To access the Fund, the County shall submit to the Corporation no more than once per calendar month a disbursement request in the form prescribed by the Corporation, along with required supporting documentation, including the certification of the amount described in section 3.3.

3.2 Upon verification by the Corporation of the disbursement request, the Corporation shall disburse to the County monies from the Fund, as provided in section 3.3.

3.3 Each disbursement by the Corporation to the County will be in an amount certified by the County to the Corporation as the aggregate amount of the reimbursement requests submitted to the County for Eligible Costs incurred by Property Owners for their completed Septic System Projects during the relevant period.

3.4 Notwithstanding anything to the contrary in this agreement, the County acknowledges and agrees that the Corporation's funding of any disbursement is subject to the receipt by the Corporation of sufficient monies made available to the Corporation for purposes of the Program. The Corporation has no obligation to make any disbursements, and no obligation shall be incurred by the State or the Corporation, beyond moneys made available to the Corporation for such purposes.

3.5 The County's eligibility for funding is based on the dollar amounts and Priority Geographic Areas specified in Exhibit A to this agreement, attached hereto and incorporated herein by this reference.

4. Records, Reporting, Accounting, and Auditing

4.1 Records. The County shall maintain official project files for all Septic System Project documents and records related to grants awarded and paid to Property Owners under the Program. The County shall make the project files available to the Corporation or the Department for review upon reasonable notice by the Corporation. The Corporation or the Department may review such files on a sample basis in conjunction with on-site visits scheduled as part of an annual review, or otherwise to monitor the management of Fund monies.

4.2 Reporting. The County shall provide an annual report to the Corporation and the Department by January 15 of each year, providing details about the County's actual use of monies from the Fund in the Program.

4.3 Accounting.

(a) The County shall maintain project accounts in accordance with generally accepted government accounting standards.

(b) The County shall establish and maintain fiscal controls and accounting procedures sufficient to assure proper accounting during appropriate accounting periods, for payments received from the Fund, grants made by the County, and fund balances at the beginning and end of the accounting period. The County shall maintain financial management policies and procedures to assure adequate control of all monies flowing into and out of the Program. The accounting policies and procedures must include account structure, operating procedures, financial reporting, and internal control and cash management procedures specific to the operation of the Program.

5. Compliance and Sanctions

5.1 Corrective Action Plan and Payment Hold.

(a) If the Corporation determines that the County has not complied with the terms of this agreement or any requirement of the Act, the Corporation will notify the County in writing of the noncompliance and the corrective action necessary.

(b) The County shall take the required corrective action or submit to the Corporation within 60 days a plan that will lead to compliance. If within 60 days of receipt of the written notice of noncompliance the County fails to either take the indicated corrective action or to submit a plan that will lead to compliance, the Corporation may withhold further payments from the Fund to the County until the County has taken acceptable actions to come into compliance.

5.2 Payment Hold Release. Once the County has taken the indicated corrective action or has submitted a plan that will lead to compliance, any payments withheld by the Corporation will be released and regular monthly payments may recommence.

5.3 De-obligation of Funds. If the County fails to take the necessary corrective action or to submit a plan deemed acceptable by the Corporation within 6 months of receipt of the original written notice of noncompliance, any withheld payments or funds otherwise available to the County under the Program may be de-obligated and reallocated to other Participating Counties.

6. General Provisions

6.1 New York state law governs this agreement.

6.2 This agreement's term begins on the date stated in the introductory clause and ends at 5 p.m. on **March 31, 2027**.

6.3 The parties may amend this agreement only by the parties' written agreement that identifies itself as an amendment to this agreement.

6.4 Any notice or other communication required by this agreement must be in writing and must be delivered personally or sent by certified or registered mail, or by overnight courier, postage prepaid, to the following addresses:

To EFC:
Environmental Facilities Corporation
625 Broadway
Albany, New York 12207-2997
Attn: Program Manager,
Green Infrastructure and Resiliency Programs

To County:
County of Oneida Health Department
185 Genesee St., 5th Floor
Utica, NY 13501
Attn: Daniel W. Gilmore, Director

A copy of the notice or communication must also be delivered to the attention of the Corporation's General Counsel.

A copy of the notice or communication must also be delivered to the attention of the Oneida County Attorney, 800 Park Ave., Utica, NY 13501

A notice is considered as having been given: (1) on the day of personal delivery, or (2) two days after the date of mailing.

6.5 Neither the State nor the Corporation shall have any liability under this agreement to any contractor or any other person or entity. The County understands that nothing in this agreement or any other materials presented to the County in connection with the Program constitutes legal or tax advice from the Corporation. The County has consulted such legal and tax advisors as it, in its sole discretion, has deemed necessary or appropriate for purposes of participating in, and providing grants to Property Owners under, the Program.

6.6 The headings herein are for convenience only, do not constitute a part of this agreement and shall not be deemed to limit or affect any of the provisions hereof.

6.7 This agreement and its exhibits constitute the entire agreement of the parties with respect to the subject matter of this agreement.

6.8 This agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (“.pdf”) e-mail attachment shall constitute effective execution of this agreement, and .pdf copies of this agreement shall have the same force and effect as an original.

6.9 The County represents that the County has duly approved and authorized the execution and delivery of this agreement for purposes of participating in, and providing grants to Property Owners under, the Program.

[Space Intentionally Left Blank/Signature Page Follows]

Each party is signing this agreement on the date stated in the introductory clause.

COUNTY OF ONEIDA

I certify that I am authorized to sign this agreement and that I have been duly and formally delegated or designated as the authorized signatory and have the authority to agree to all of the terms and conditions of this agreement.

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

**NEW YORK STATE ENVIRONMENTAL
FACILITIES CORPORATION**

By: _____
Maureen A. Coleman
President and CEO

Exhibit A – Funding Amounts and Priority Geographic Areas

Round 4 Funding Amount: \$200,000.00

Round 4 Eligible Priority Geographic Area (with Priority Waterbody List ID):

Upper Murray Brook, Oneida Lake Trib (0703-0058)

East Br Fish Creek, Lower, minor tribs (0703-0066)

East Br Fish Creek, Upper, minor tribs (0703-0067)

Florence Creek, Upper, and tribs (0703-0070)

Fall Brook and tribs (0703-0072)

Delta Reservoir (1201-0019)

Mohawk River, Upper, and minor tribs (1201-0068)

Trib of Sauquoit Creek, Upper (1201-0209)

Trib to Delta Reservoir (1201-0215)

Rome Reservoir (1201-0216)

Mohawk River, Upper, and tribs (1201-0217)

Big Brook and tribs (1201-0218)

Stringer Brook and tribs (1201-0219)

Lansing Kill and tribs (1201-0220)

Echo Lake/North Pond (1201-0221)

East Branch Mohawk River and tribs (1201-0222)

Beaver Brook and tribs (1201-0229)

Hinckley Reservoir (1203-0022)

Minor Tribs to Hinckley Reservoir (1203-0037)

White Creek, Upper, and tribs (1204-0012)

Barker/Eli Creek and tribs (1204-0013)



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

May 13, 2024

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

FN 20 27-252

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear County Executive Picente:

Enclosed please find one copy of an Agreement to be used as a template between various providers and Oneida County through its Health Department for the provision of Preschool Special Education Services provided to qualified preschool aged children with disabilities.

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the regulations of the New York State Commissioner of Education, counties are required to provide payment for Special Education Services provided to qualified preschool aged children with disabilities. The term "Special Education Services" includes Evaluation, Special Education Itinerant Teacher Services and/or Tuition Based Special Class approved by the New York State Department of Education.

This template Agreement commences July 1, 2024, or upon execution by a provider, whichever is later, and continues through June 30, 2029. These Preschool Special Education Services are mandated by New York State which reimburses 59.5% of the cost.

The Health Department requests this Agreement be approved as a template for use with all contracted Preschool Special Education Services providers. The Health Department engages in continuous recruitment of providers for these services to meet the increasing need. If this template Agreement meets with your approval, please forward to the Board of Legislators for further action.

Sincerely

Daniel W. Gilmore PhD. MPH
Director of Health

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

Anthony J. Picente, Jr.
County Executive

Date 5-14-24

/ss

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Various Providers of
Preschool Special Education Services

Title of Activity or Service: Preschool Special Education Services

Proposed Dates of Operation: July 1, 2024 - June 30, 2029

Client Population/Number to be served: Qualified preschool children in Oneida
County with disabilities

Summary Statements

- 1) **Narrative Description of Proposed Services:** Under Section 4410 of the New York State Commissioner of Education, counties are to provide payment for Special Education Services provided to qualified preschool aged children with disabilities. The Term “Special Education Services” includes Evaluation, Special Education Itinerant Teacher Services and/or Tuition Based Special Class approved by the New York State Department of Education.
- 2) **Program/Service Objectives and Outcomes:** Preschool Special Education Services for qualified preschool aged children with disabilities.
- 3) **Program Design and Staffing:** Certified and licensed employees of the contract agency will provide Special Education Services.

Total Funding Requested \$ 12,289,417 (estimated first year) **Account Rev Act A3277-000**

Oneida County Dept. Funding Recommendation: estimated for first year per 2024 budget
A2960-195-105 Evaluations \$350,000
A2960-195-115 Related Services \$1,115,837
A2960-495-292 Tuition \$10,823,580

Proposed Funding Sources (State \$/County \$): State pays 59.5% ~ \$7,312,203; County pays 40.5%~\$4,977,214

Cost Per Client Served: This amount varies based on the recommendations of the Committee on Preschool Special Education for each individual child. Rates are certified by the New York State Commissioner of Budget

Past Performance Data:

O.C. Department Staff Comments:

Mandated: Yes



ONEIDA COUNTY CONTRACT FOR PRESCHOOL SPECIAL EDUCATION SERVICES

This Contract, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, hereinafter referred to as the “County,” and (VARIOUS PROVIDERS), hereinafter referred to as the “Contractor.”

WITNESSETH:

WHEREAS, the County is in need of the provision of special education individual evaluation and program services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education of the State of New York, through the County’s Preschool Education and Transportation for Disabled Children Program; and

WHEREAS, the Contractor has been approved by the Commissioner of Education of the State of New York (“Commissioner”) to provide New York State Education Department (“NYSED”) special education services in accordance with Section 4410 of the New York State Education Law and in compliance with 8 NYCRR Part 200, to an eligible preschool age child with a disability, as recommended by the Committee on Preschool Special Education (“CPSE”) and approved by the Board of Education (“BOE”) from the child’s resident school district;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

This Contract shall commence July 1, 2024, or upon execution of this Contract, whichever is later, and shall terminate on June 30, 2029, conditioned upon the continued availability of federal and/or New York State funds for the purpose set forth in this Contract.

2. RATES

Upon submission of a completed County voucher and required supporting documentation as discussed below for services rendered, the County shall pay the Contractor the rates approved by the NYSED. Rates shall be the amount established for such purpose by the Commissioner and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates published on the NYSED website by the Commissioner of Education and only for such period as the Contractor is on the NYSED Approved 4410 Preschool List.

3. TERMINATION

- a. **BY CONTRACTOR:** Should the Contractor request termination of this Contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due, and the Contractor shall undertake no additional expenditures not already required.
- b. **BY COUNTY:** This Contract may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this Contract or the Contractor is removed from the NYSED Approved 4410 Preschool List, the County may terminate the Contract effective upon written notice at any time. Furthermore, 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 Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

4. SCOPE OF SERVICES

Services performed pursuant to this Contract shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance with the regulations of the Commissioner set forth in 8 NYCRR Part 200.

- a. With NYSED approval for Individual Evaluation/Individual Psychological Evaluation, the Contractor shall provide Individual Evaluation/Individual Psychological Evaluation for children with potential disabilities. The parties hereto agree that “Individual Evaluation” as used herein shall have the same meaning as that term is defined in Section 4410 of New York State Education Law and 8 NYCRR 200.1 (aa). The parties hereto agree that “Individual Psychological Evaluation” as used herein shall have the same meaning as that term is defined in Section 4410 of New York State Education Law and 8 NYCRR 200.1 (bb).
- b. With NYSED and BOE approval for Special Education services, the Contractor shall provide appropriate Special Education services for children with disabilities delivered in a Special Class Integrated Setting (“SCIS”). With NYSED and BOE approval, the Contractor shall provide appropriate Special Education services for children with disabilities delivered in a Special Class. SCIS and Special Class will be provided during the school year. The school year is hereby defined as July/August session from July 1 through August 31 and/or September/June session from September 1 through June 30. The parties hereto agree that “Special Education” as used herein shall have the same meaning as that term is defined in 8 NYCRR 200.1(ww) and described in Section 4410 of the New York State Education Law.
- c. With NYSED approval for Special Education Itinerant Services (“SEIS”), the Contractor shall provide SEIS for children with disabilities during the school year. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- d. The Contractor cannot begin providing Special Education services to a child with disabilities until the BOE has approved the Notification of Determination of Placement or System to Track and Account for Children (“STAC 1”), if the BOE uses the STAC 1, outlining the appropriate Special Education services to be provided by the Contractor. The start date will be indicated on the STAC 1 and a copy shall be provided to the Contractor.
- e. All financial arrangements for services under this Contract shall be between the County and Contractor in accordance with the provisions of Section 5 of this Contract. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, “Direct Service Staff” shall be defined as, but not limited to, individuals providing Special Education services who are certified by law to provide such services as mandated on the child’s Individualized Education Program (“IEP”). For Individual Evaluation and Psychological Evaluation, the County will maintain an approved Oneida County Evaluator List and ensure that the Contractor is a referral from this list approved by NYSED for the County. For SEIS, the County will maintain an approved Oneida County SEIS Provider List and ensure that the Contractor is a referral from this list approved by NYSED for the County.

5. CONDITIONS OF PAYMENT

The County, in accordance with the provisions of this Contract, shall pay the Contractor for expenditures made for contracted services as follows:

- a. The County will provide payment of Individual Evaluation, Psychological Evaluation and Reevaluation services rendered, as authorized on the child’s Request for Commissioner’s Approval of Reimbursement for the Cost of Evaluations (STAC-5) certified by the CPSE Chairperson in each school district.

- b. The County will provide payment for Special Education services rendered as authorized on the child's IEP and the STAC 1 upon the Contractor's submission of a correctly completed voucher on a monthly basis. All submissions must include the required documentation as set forth in this Contract and any other documentation requested by the County. The Contractor shall maintain a copy of the child's IEP throughout the term of this Contract.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days after the end of each month for the September to June session.
- d. No payment shall be required to be made by the County prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement.
- e. No parent or any person shall be required or requested to make payment for services in addition to the payments made by the County pursuant to this Contract.
- f. The Contractor must submit for Medicaid eligible children a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the County can claim Medicaid reimbursement.
- g. The Contractor shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of the New York State Education Law as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records shall be retained by the Contractor for seven (7) years after the school year in which the services were provided. The Contractor shall also be responsible for submitting to the County a copy of their cost report for the Contract term provided herein.
- h. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOE, the County, the State of New York acting through the Education Department or the State Comptroller, and federal and other personnel duly authorized by the County. In addition, the County shall make available any and all copies of such documents to such other municipalities previously determined to bear financial responsibility for the audited services and program.

6. MEDICAID COMPLIANCE

The Contractor shall provide with its voucher the following information for all Medicaid eligible children pursuant to Section 4410 of the New York State Education Law:

- a. Dates of services rendered and documentation that each SEIS session was verified as delivered by the signature of the service provider.
- b. Dates of SCIS and Special Class attendance and documentation of services rendered was verified as delivered by the signature of the service provider.
- c. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services.
- d. All reporting requirements necessary for Medicaid compliance with Section 4410 of the New York State Education Law. The Contractor shall be responsible for reviewing Medicaid in Education notifications and changes, which can be found at <http://www.oms.nysed.gov/medicaid/>.
- e. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the New York State Education Law, the Client Identification Number ("CIN"), period of eligibility and any other relevant third-party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.

7. COMPLIANCE WITH THE LAW

The Contractor agrees that while performing under the terms of this Contract that the Contractor shall comply with all federal, New York State statutes and regulations and all local rules and regulations pertaining to the provision services described herein.

8. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Services Law, the Contractor is required to screen its employees, volunteers, consultants and providers of goods and services who will have “regular and substantial contact” with children through the State Central Register of Child Abuse and Maltreatment (“SCR”).
- b. The Contractor is responsible for screening and obtaining clearance through the SCR for the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool Special Education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to children approved to receive preschool Special Education.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between children who receive preschool Special Education services and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a New York State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by Section 424-a of the New York State Social Services Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a of the New York State Social Services Law must be submitted to the County with the instant Contract and on an ongoing basis as required for Special Education services and programs for preschool children with disabilities.

9. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child’s representative. The Contractor further 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 Contract. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Contract in conformity with the provisions of applicable federal, state, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Contract.

10. REPORTING REQUIREMENTS

- a. The Contractor’s employed therapists and teachers shall be presently qualified to provide Individual Evaluations, Individual Psychological Evaluations and/or Special Education services in New York State as may be required of this Contract and shall submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the term of this Contract.
- b. The Contractor agrees that assigned therapists or their representative shall attend CPSE annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. **The Contractor shall submit a copy of any reports necessary for review at these meetings to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.**
- c. **Speech pathologists** shall be required to obtain a written prescription (recommendation/order) for speech services signed and dated from (1) New York State Licensed and American Speech-Language-Hearing Association (“ASHA”) certified Speech-Language Pathologist OR (2) a physician, physician’s assistant or nurse practitioner which denotes the appropriate and current **ICD code**. **The New York State Licensed and ASHA Certified Speech-Language Pathologist**

cannot write a referral if they have not seen the preschool child. The regulations of the New York State Department of Social Services at 18NYCRR 505.11 state that a written order must contain a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial voucher.

- d. **Physical Therapists** must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an **ICD code**.
- e. **Occupational therapists** must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an **ICD code**.
- f. **No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial voucher.**
- g. The Contractor must obtain a current copy of the IEP from the CPSE Chairperson prior to start of service which will follow the BOE approval date. This is applicable to any later program changes on the IEP as well. The Contractor shall deliver services as specified on the IEP in the areas of remediation, frequency and duration of Special Education services.
- h. The Contractor shall submit an attendance and progress note for each session a child received Special Education services on a monthly basis at the minimum, or with the voucher, whichever is presented first. **All progress notes submitted must also have the signature and National Provider Identification number (“NPI#”) of this licensed individual and title as well as the direct service provider and title.**
- i. The Contractor shall call the CPSE Chairperson for a program review if services cannot be delivered as indicated on IEP due to child’s absence or other factor, or if the therapist recommends a change in service or discharge.
- j. The Contractor shall forward a copy of all documentation and justification for 12-month programming to the County and the CPSE prior to any scheduled program review or annual review, whenever such is recommended.
- k. The Contractor shall meet with the child’s parent/guardian at such times as appropriate during the term of Special Education services to discuss goals and progress. Whenever SEIS are to be delivered in conjunction with a general education preschool program, the Contractor’s assigned therapists shall work with the program by communicating with staff, parents, school district and other therapists. An attempt will also be made to provide parent/guardian with follow up materials to be used at home to reinforce delivery of Special Education services.
- l. The Contractor shall inform the parent/guardian of his/her responsibility to ensure that the child’s attendance enables him/her to benefit from the Special Education services provided. The parent/guardian should be made aware of the need to alert the Contractor in a timely manner when the child will be absent or not available for Special Education services.
- m. If the CPSE determines that SEIS is to be provided in conjunction with one or more Related Services, the SEIS provider shall be responsible for the coordination of such services pursuant to regulations of the Commissioner. Compensation for such services is to be part of the NYSED established rates for the SEIS model. “Related Services” as used herein shall have the same meaning as that term defined in Section 4410 of the New York State Education Law and 8 NYCRR 200.1(qq).
- n. The Contractor’s progress notes addressing goals and objectives on the IEP must be completed quarterly. A copy of the progress notes must be provided to the parent, the CPSE Chairperson and the County.

11. RESPONSIBILITIES OF SEIS PROVIDER AS THE COORDINATOR OF SERVICE

- a. It is the responsibility of the SEIS provider to act as Special Education services coordinator (“SEIS Coordinator”) and stay thoroughly informed on all facets of the services provided to the child. In

addition to duties as outlined in the provisions of Section 10 of this Contract, the SEIS Coordinator will perform appropriate coordination activities including but not limited to:

- i. Arranging the schedule for service delivery, offering recommendations, and consulting with the CPSE Chairperson to resolve scheduling issues when appropriate.
- ii. Sharing appropriate information with other Related Service providers for the appropriate integration of such services.
- iii. Gathering appropriate progress reports and anecdotal information relating to the child's progress from all Related Service providers to ensure that the SEIS Coordinator has a general knowledge of the child's progress, as well as any significant considerations, in the Related Service area.
- iv. Attend Annual Review meeting and other meetings if requested by the CPSE Chairperson. The SEIS Coordinator is responsible to have all information on the child's progress and needs and is expected to represent the other therapists involved in the child's care at the CPSE meetings.
- v. Conducting activities such as telephone conferences or other communication practices. SEIS Coordination activities must be documented and reported in half-hour service blocks on the Coordination Service Form.
- vi. SEIS Coordination services can be provided only by a licensed speech pathologist, physical therapist or occupational therapist.

12. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. Coverage for abuse and molestation must be included. The Contractor agrees to have the County named as an additional insured on a primary and non-contributory basis, as its interests may appear on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

13. INDEMNIFICATION

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

14. EXCLUSIVITY

- a. The County retains the right to reassign children receiving Special Education services under the terms of this Contract to other Contractors or its own employees.
- b. The County retains the right to contract with other Independent Contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not classified preschool aged children with a disability receiving Special Education services in Oneida County.

15. INDEPENDENT CONTRACTOR STATUS

- a. It is expressly agreed that the relationship of the Contractor and its employees to the County shall be that of Independent Contractors. The Contractor's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- 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 Contract and may continue to make its services available to the public.
- c. The Contractor's employees shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.
- d. The Contractor acknowledges and agrees that its employees shall not be eligible for any County employee benefits, including retirement membership credits.
- e. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its employees under this Contract, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Contract.
- f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its employees' 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 agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

16. SUBCONTRACT

The Contractor may not assign the Contractor's rights and obligations under this Contract, or subcontract with or employ another to provide the services described above of this Contract, without the prior written consent of the County.

17. ENTIRE AGREEMENT

The terms of this Contract, the attached Standard Oneida County Conditions Addendum, and any other attachments, amendments, addendums or appendixes attached hereto, are deemed incorporated herein in their entirety and 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 Contract. No waiver, alterations or modifications of any provisions of this Contract shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

ONEIDA COUNTY

CONTRACTOR

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

BY: _____

DATE: _____

DATE: _____

Approved

BY: _____
Ellen S. Rayhill, Assistant Oneida County Attorney

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5260 ~ FAX: 315-793-6044**

May 10, 2024

FN 20 24-253

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Please find enclosed a grant from the New York State Office of Children and Family Services for the Oneida County Child Advocacy Center (CAC). The grant will be used to provide necessary training and staff development to CAC personnel and for the purchase of office furniture and supplies for the CAC building.

The amount of this grant is \$49,999.00, with a term from March 1, 2024 through September 30, 2024.

If this grant meets with your approval, I respectfully request the matter be forwarded to the Board of Legislators for further consideration. I am available at any time to further discuss this grant should you have any questions.

Sincerely,

Colleen Fahy-Box
Commissioner

Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 5-14-24

Oneida Co. Department Family and Community Services
#35405

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

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: NYS Office of Children and Family Services
52 Washington Street
Rensselaer, New York 12144

Title of Activity or Services: Oneida County Child Advocacy Center Grant

Proposed Dates of Operations: March 1, 2024 through September 30, 2024

Client Population/Number to be Served: Individuals and families receiving services from the CAC.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

This grant will help to provide necessary training and staff development for Child Advocacy Center personnel and for the purchase of office furniture and supplies for the Child Advocacy Center building. The Child Advocacy Center provides on-site law-enforcement, Oneida County DSS Caseworkers, victim advocacy, scheduled medical examinations, counseling, preventive services, child fatality review and a state-of-the-art training facility.

2). Program/Service Objectives and Outcomes

These funds will be utilized to support services at the CAC.

3). Program Design and Staffing Level – N/A

Total Grant Amount: \$49,999.00

Account#: A2703

Oneida County Dept. Funding Recommendation: \$49,999.00

Proposed Funding Source (Federal \$ /State \$ / County \$): 100% funds through New York State Office of Children and Family Services.

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: N/A

STATE OF NEW YORK CONTRACT FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Children and Family Services 52 Washington Street Rensselaer, NY 12144</p>	<p>BUSINESS UNIT/DEPT. ID: CFS01 / 3400000</p> <p>CONTRACT NUMBER: T012895</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>ONEIDA COUNTY OF</p>	<p>PROJECT NAME:</p> <p>MDT CAC</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only): 93.669</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>800 Park Ave UTICA NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>800 Park Ave UTICA NY 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>800 Park Ave UTICA NY 13501</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 300100000-000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: Government</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK CONTRACT FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 03/01/2024 To: 09/30/2024</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 03/01/2024 To: 09/30/2024</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: 49,999.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	---



FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	See Attachment B Summary			
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A-1
Attachment A-2
Attachment A-2
Attachment B - Budget
Attachment C
Attachment D
Attachment E
Attachment F
Attachment MWBE

The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR	STATE AGENCY Office of Children and Family Services
Electronically Signed by: 	Electronically Signed by:  By electronically signing this contract I certify that I have personally verified the electronic signature of the contractor to this agreement. <u>State Agency Certification</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

¹ For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

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

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall

timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement

may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or

payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

ATTACHMENT A-1
AGENCY-SPECIFIC TERMS AND CONDITIONS FOR ALL
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS)
CONTRACTS

(February 2024)

The words "Agreement" and "Contract" are used interchangeably throughout this Appendix and refer back to the State of New York Contract For Grants.

1. STAFF

It is the policy of OCFS to encourage the employment of qualified applicants for, or recipients of, public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.

For the purposes of this section "Staff" includes employees, owners, directors, subsidiaries, affiliates, partners, agents and subcontractors of the Contractor working under this agreement.

- a. The Contractor shall be fully responsible for performance of work by its Staff working under this agreement.
- b. OCFS reserves the right to require;
 - The Contractor to identify, in writing, the Staff who will be responsible for performing the work to be done under this CONTRACT,
 - Prior written approval of OCFS for a Staff change or substitution, and
 - The Contractor's submission of the Staff resume and proof of any required licensure to OCFS for review and pre-approval. OCFS may refuse to approve any Staff based on its review of such individual's professional capacity and licensure to perform the required services.
- c. The Contractor specifically represents and agrees that its Staff has and shall possess the required education, licensure, experience, knowledge, and character necessary to qualify its Staff for the particular duties to be performed pursuant to this Agreement, including having the necessary integrity and professional capacity to meet OCFS's reasonable expectations.
- d. Whenever the Contractor becomes aware that any of its Staff who are providing services under the Agreement no longer possess the necessary education, experience, knowledge, and professional capacity including required professional licensure and/or have unsatisfactory performance evaluations and/or engage in employee misconduct and/or violate employment practices and policies, the Contractor shall immediately notify OCFS.
- e. OCFS reserves the right to require the Contractor to remove any of its Staff from work under the Agreement, if, in OCFS's discretion, such individual is not performing in accordance with this Agreement, for any other reasonable work-related cause, or any of the reasons listed under 1.d above.
- f. Upon written notice from OCFS regarding any of the issues identified under c. d. and/or e. above, Contractor shall promptly investigate such claim. Contractor must reply in writing to OCFS within ten (10) days of the receipt of OCFS's notice specifying a course of action or remedy for OCFS review and approval. If OCFS and the Contractor cannot reach an agreed upon course of action or remedy, OCFS reserves the right to remove the individual from performing work under the Contract and require replacement of the staff member or may, in its discretion, terminate the Contract for cause. Following the Contractor or OCFS's removal of Staff, where applicable, OCFS will follow agency procedures to restrict or remove access of the Staff from OCFS's premises and information resources. OCFS will also remove the Staff member's right to provide services under the agreement at an OCFS Contractor's facilities.

- g. The Federal Immigration Reform and Control Act, as amended (8 USC § 1324a et al.), obligates employers, such as the Contractor and its subcontractors, to verify that its employees are legally entitled to work in the United States. In order to confirm that the employees are legally entitled to work in the United States, OCFS reserves the right to request documentation attesting to the legal entitlement to work in the United States of any Contractor or subcontractor employee assigned work under this Agreement. OCFS does not provide sponsorship. The Contractor warrants to OCFS that all of its Staff who perform work under the Agreement are legally authorized to work in the United States. The Contractor is responsible for ensuring that all of its Staff retain the authorization to legally work in the United States throughout the term of the Agreement.

2. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment C must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. 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 OCFS under the Federal Social Security Act, where applicable.
- c. If funds from this CONTRACT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
- Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The Contractor shall provide to OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.
- d. OCFS will designate a Program and/or Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. The Program and/or 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 CONTRACT shall be directed to the assigned Program and/or Contract Manager.
- e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the CONTRACT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of OCFS and the Office of the State Comptroller (OSC).
- f. Contractor may not submit claims in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the State of New York Contract For Grants for any contract period of the Contract without the written permission of OCFS.

OCFS reserves the right to deny claims submitted by the Contractor in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the State of New York Contract For Grants for any contract period of the Contract.

Contractor acknowledges and agrees that allowable claims submitted by the Contractor under the State of New York Contract For Grants are subject to the continued availability of funding, and Contractor acknowledges and agrees that it may not be reimbursed by OCFS or the State of New York for claims if funds for payment of amounts due to the Contractor under the State of New York

Contract For Grants have become unavailable. In that instance, Contractor acknowledges and agrees that the Contractor will have no cause of action against OCFS or the State of New York based on the failure to pay such claims.

For purposes of this section the term "funds lawfully available for payment" includes but is not limited to grants, annual appropriations and allocations available pursuant to State or federal law.

- g. All organizations that receive Federal and/or New York State 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 and/or New York State 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 and/or New York State financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State 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 and/or New York State financial assistance.

- h. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT 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.

3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and 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 client information with regard to services provided under this CONTRACT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this CONTRACT.
- b. Contractor agrees to retain all non-public information obtained from OCFS as confidential and agrees not to release or discuss any of such information unless Contractor has obtained the prior consent of OCFS, or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority. Contractor shall promptly notify OCFS of any disclosure made by Contractor and/or any request of Contractor to disclose, by operation of law, or applicable government authority, such confidential information. In addition, all information and knowledge concerning youth in OCFS custody, which Contractor may obtain from OCFS shall be kept strictly confidential. Contractor shall comply with all applicable statutory and regulatory confidential provisions, including but not limited to sections 372, 422, and 444 of the Social Services Law; section 501-c of the Executive Law; Article 27-F of the Public Health Law; 9 NYCRR 164.7 and 168.7 and 18 NYCRR 357.3, 423.7, 431.7 and 432.7.
- c. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS 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 OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Staff Exclusion List (SEL) maintained by the Justice

Center for People with Special Needs (Justice Center) and of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

4. PUBLICATIONS AND COPYRIGHTS

- a. OCFS and the State of New York 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 CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.
- b. All of the license rights so reserved to OCFS and the State of New York 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 CONTRACT is federally funded.
- c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS 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 OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) 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.

5. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. 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.

6. TERMINATION

In addition to the grounds for termination included in the State of New York Contract For Grants, to the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS 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 OCFS to the Contractor.

7. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this CONTRACT;

- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

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 a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or 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.

8. REFUNDS

In the event that the Contractor must make a refund to the OCFS for Contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The Contractor must include with the payment a brief explanation of why the refund is being made and reference the Contract number. Refund payments must be submitted to:

New York State Office of Children and Family Services
 Attention: Contract Cash Receipts
 Bureau of Contract Management
 Capital View Office Park
 52 Washington Street, South Building, Room 202
 Rensselaer, New York 12144

9. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS reserves the right to terminate this CONTRACT if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the OCFS, OCFS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this CONTRACT. Nothing herein shall preclude or otherwise limit OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

10. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the Contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report. This form must report information for all employees who provided services under the CONTRACT whether employed by the Contractor or a

subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:

<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>

The Contractor must submit a completed Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Empire State Plaza
Swan Street Building – 1st Floor
Albany, New York 12239

11. ADDITIONAL ASSURANCES

- a. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this CONTRACT to obtain and maintain a general policy of liability insurance in an appropriate amount.
- b. Notwithstanding the provisions of this CONTRACT, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

12. ADMINISTRATIVE COST LIMIT

- a. For State Funded Contracts - Total administrative costs are limited to 15 percent (15%) of the total contract value as established by OCFS policy. OCFS reserves the right to adjust this limit at its sole discretion and will provide written notice to Contractors of any change in this policy. During the Contract period, if circumstances occur that would result in the total administrative cost expense percentage exceeding the OCFS administrative cost percentage limitation in the approved budget, contractors must submit a justification to OCFS as soon as they become aware that their expenses will exceed the cap. The justification must include the reason(s) why the administrative costs included in the approved budget would exceed the cap and why other budget expense changes are not possible to maintain administrative expenses at the percentage limit. OCFS will review the justification and will notify the Contractor if the overage is approved or not. Additionally, if an exemption to this limit is approved, Contractors are required to take all steps possible to minimize the amount of administrative expenses charged the Contract to maximize Contract goods/services provided. In no event will an administrative cost exemption result in an increase to the Contract value.
- b. For Federally Funded Contracts - Administrative expenses charged on Federally funded contracts

are limited to the administrative cost limit percent established by the State of New York Contract for Grants Attachment D, Payment and Reporting Section B.5. bullet one and the federal notice of award terms indicated in Attachment A-3 where applicable. This percent cannot be exceeded.

13. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in the Attachment MWBE entitled "Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

14. SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)

The Service-Disabled Veteran-Owned Business Act, signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB Act, which is codified under Article 17-B of the Executive Law, acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. Therefore, and consistent with its Master Goal Plan, OCFS strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs, that are responsible and responsive, for at least six percent (6%) of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS. Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practical, and consistent with the legal requirements of the State Finance Law and the Executive Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: <https://ogs.ny.gov/Veterans/>

For additional information relating to the use of certified SDVOBs in contract performance, and participation by SDVOBs with respect to State Contracts through Set Asides, please refer to the following:

- [Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance](#)
- [Participation by Service-Disabled Veterans with Respect to State Contracts Through Set Asides](#)
- <https://ogs.ny.gov/Veterans/>

Please note that bidders/proposers must continue to utilize M/WBEs, as discussed above in paragraph 14, consistent with current State law.

15. OUTSIDE COUNSEL

Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the New York State Office 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, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

16. EXECUTIVE ORDER NUMBER 177

Executive Order Number 177, signed on February 3, 2018, by Governor Andrew M. Cuomo directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The Contractor must provide the EO 177 Certification statement found at the following website address: [OCFS-2647, EO 177 Certification](#)

prior to any contract award or renewal of any contract by OCFS. By signing this agreement, contractor certifies that it is in compliance with these provisions.

17. FEDERAL FUND ADVANCE REQUEST

Requests for advance payments on federally funded contracts must be made in accordance with 2 CFR Part 200, and in particular with 2 CFR section 200.305 and other applicable laws, rules and regulations. Requests for advance payments on federally funded contracts must be made, in writing, on the Federal Fund Advance Request form (OCFS-3900), pursuant to the process established by OCFS. OCFS will review and a determination will be made upon the contractor's submission of all required information. OCFS will recoup advance payments on federally funded contracts by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the third quarter of the contract period and in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and in accordance with the Federal Fund Advance Request Form (OCFS-3900). In the event a request for an advance payment on a federally funded contract is made in or later than the second quarter of the contract period, and such request is approved by OCFS, OCFS will recoup such advance payment by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the fourth quarter of the contract period in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and the Federal Fund Advance Request Form (OCFS-3900).

18. SPENDING ADJUSTMENTS

OCFS recognizes that actual costs incurred under the contract may be different from the projected costs in the approved contract budget. Upon the contractor's determination that certain budget line expenditures are going to exceed the amounts on those lines in the approved contract budget, the contractor must submit the required documentation as directed in the OCFS Budget Spending Adjustment Guidelines which shall be provided to the contractor upon initial contract approval and again with 90 days advance written notice if there are any changes to the process.

Budget spending adjustments that require prior approval must be submitted as directed in the OCFS Budget Spending Adjustment Guidelines and approved by OCFS prior to the effective date of the adjustment to allow for the processing of any claims related to costs exceeding the current approved contract budget categories. Any spending related to a budget spending adjustment requiring prior approval that is not submitted and approved prior to the effective date may result in the non-reimbursement of associated expenses.

All State funded budget spending adjustments will be subject to review by the OCFS Contract Compliance Unit to determine compliance with mandatory NYS MWBE requirements as stated in the Contract. Any spending adjustment that alters discretionary spending under the Contract may result in changes to your MWBE Spending Goal.

OCFS will not approve any budget spending adjustment during the final year of the Contract that appear to have the intent of spending down unexpended funds on equipment or other items that are not directly related to use in the current Contract period/term.

While there are occasions where it is necessary, OCFS discourages budget spending adjustments in the final quarter of the Contract.

19. STATE FINANCE LAW §139-I

New York State Finance Law §139-I, effective January 1, 2019, requires, in relevant part, that "[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] '[b]y submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy

addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. The Contractor must provide the foregoing certification prior to any award being made by OCFS. For additional guidance on drafting an appropriate sexual harassment policy and developing appropriate training please refer to State Finance Law §139-l and <https://www.ny.gov/combating-sexual-harassment-workplace/employers#top>. By signing this agreement, contactor certifies that it is in compliance with these provisions.

Attachment A1-B

Program Specific Terms and Conditions

Multiple Disciplinary Teams (MDT) and Child Advocacy Centers (CAC)

MDT/CAC's conduct investigations of physical abuse, sexual abuse, near death and deaths of children ages 0 to 18 years of age using cross discipline expertise; an environment staffed by and/or accessible to multiple disciplines for training and equipped to conduct initial and ongoing forensic interviews, case management, medical exams and psycho/social assessments in a child and family friendly setting. The MDT/CAC identifies opportunities for systemic changes and immediate interventions to enhance investigations and treatment of crimes against children.

New York State Social Services Law Section 423 requires all counties to use an MDT approach or a joint response with law enforcement to investigate reports alleging physical abuse, sexual abuse, fatalities, and cases where a child has been physically harmed after two prior reports by mandated reporters within the previous six months. New York Social Services Law 423-a establishes CACs that provides, among other things, sound program, fiscal, and administrative practices as well as inter-disciplinary protocols.

Per NYS Social Service Law, all CAC programs are approved by OCFS. All CAC programs must meet the 10 New York State program standards as listed below and/or any new or revised standards:

- **A Child Appropriate/Child Friendly Facility:** The child-focused setting is comfortable, private, and both physically and psychologically safe for diverse populations of children and their non-offending family members. It is preferable that the site be in a location separate from other service providers. However, it may be a special family/victim-oriented sub-facility within a larger agency.
- **Established Multidisciplinary Team (MDT):** There must be a well-functioning multidisciplinary child abuse investigation team in place with a protocol for the investigation and interviewing of child victims. The team must consist of representation from Child Protective Services, the District Attorney's office, law enforcement agencies, medical providers trained in forensic pediatrics, mental health professional/s, victim advocacy personnel, and child advocacy center staff. The team may also include other agencies involved with targeted cases.
- **Organizational Capacity:** A designated legal entity responsible for program and fiscal operations that implements sound administrative policies and procedures.
- **Cultural Competency and Diversity:** Culturally competent services must be routinely made available to all CAC clients and coordinated with the MDT response. There must be the promotion of policies, practices, and procedures that are culturally competent.
- **Forensic Interviews:** Forensic interviews must be conducted in a legally sound truth-seeking manner. Interviews must be of a child sensitive, unbiased, developmentally, and culturally appropriate, fact-finding nature; and are coordinated to avoid duplicative interviews.

Attachment A1-B

- **Medical Evaluation:** Specialized medical evaluation and treatment services are made available to all children as part of the MDT response, either at the CAC or through coordination and referral with other specialized medical providers.
- **Mental Health:** Specialized trauma-focused mental health services, designed to meet the unique needs of the children and non-offending family members, must be routinely made available as part of the MDT response, either at the CAC or through coordination and referral with other providers, throughout the investigation and subsequent legal proceedings.
- **Victim Support and Advocacy:** Victim support and advocacy services must be made available to all children and their non-offending caretakers as part of the MDT response, throughout the investigation and prosecution, either at the CAC or through coordination and referral with other providers.
- **Case Review:** A formal process in which MDT discussion and information sharing regarding the investigation, case status, and services needed by the child and non-offending family members is to occur on a routine basis.
- **Case Tracking:** CACs must monitor case progress and track case outcomes for all MDT components. Minimally, all CACs are required to utilize and enter data into the "Collaborate" data tracking system.

LOCAL SHARE MATCH REQUIREMENT:

- There is no required local share match.

DESIGNATED PAYMENT OFFICE:

All reports, claims for reimbursement, and claims to account for the advance payment (if applicable), must be logged and completed on-line in the Contract Management System (CMS).

ADMINISTRATIVE CAPS:

Federal Awards:

- OCFS will reimburse the federally approved indirect cost rate for federally funded contracts up to any statutory caps required by the funding streams and in accordance with the terms and conditions of the federal award. A copy of the federally approved indirect cost agreement, with narrative, addendum, and an expiration date must be submitted as part of the proposal.
- If your agency does not have a federally approved indirect cost agreement, and your agency is a non-Federal entity that has never received a negotiated indirect cost rate, except for a governmental department or agency unit that receives more than \$35 million in direct Federal funding, you may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC). Please see federal regulations at 2 CFR 200.414(f) for the applicable legal requirements for this option.

Attachment A1-B

- MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subcontract in excess of \$25,000.
- Use of a federally approved indirect cost rate, or the de minimis rate, as described above, if applicable, must be in accordance with all applicable federal rules to include 2 CFR Part 200.
- No additional Administrative Expenses will be allowed beyond the federally approved indirect cost rate or, if applicable, the de minimis rate.
- All costs claimed under the contract must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program must be charged proportionately, and the method of allocation must be documented, and such documentation must be provided to OCFS upon request.

ALLOWABLE AND NON-ALLOWABLE COST:

All allowable and non-allowable costs for federal awards can be found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements are located under 45 CFR Part 75. In accordance with 45 CFR §75.101 Applicability, this program must comply with 45 CFR Part 75 in its entirety. **45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards**

Allowable Cost include but are not limited to*:

- Staffing, fringe benefits,
- Staff recruitment and on-boarding expenses (i.e., background checks, fingerprints, advertisement of posting),
- Project equipment and furniture,
- Computers and appropriate software for the project,
- Supplies, mailing and printing costs of project related flyers/pamphlets, educational materials,
- Staff travel costs, including per diems while in travel status, at the approved state travel rate. State rates are available at the following web address: <http://www.osc.state.ny.us/agencies/travel/travel.htm>,
- Occupancy Space Cost,
- Telephone installation and monthly billing,
- Consultants retained by a formal agreement that supports the program and workplan and milestones,
- Rental of space,
- Training and Staff Development expense,
- Payroll and Audit fees (these are to be 100% administrative expense in your budget if charged),

Attachment A1-B

- Vendors may use funds for staff recruitment, retention and longevity bonuses unless prohibited by the funding source, statute related to the funding or program, or prohibited by the vendor's employment policy(ies), and
- Payroll and Audit fees (these are 100% administrative expense in your budget if charged).

Non-Allowable Cost include but are not limited to*:

- Capital development or acquisition costs such as purchasing buildings and major refurbishing/renovation of buildings,
- Out of state travel, unless approved by the OCFS Program Manager,
- Interest costs, including cost incurred to borrow funds,
- Costs of organized fund raising,
- Cost for preparation of continuation agreements or contracts and other proposal development costs,
- Costs for dues, incorporation fees, conferences, or meetings unless in connection with the project, and
- Lunch or meals at meetings or training programs.
- Supplanting current positions or responsibilities

This is not a comprehensive list. Any questions should be directed to OCFS*.

This contract is funded with Federal Child Abuse and Neglect State Grants and are subject to federal regulations that can be found at <https://www.acf.hhs.gov/grants/terms-and-conditions>.

Funds made available through this grant shall be used to supplement and not supplant other Federal, State, tribal, and local public funds expended to provide services and activities that promote the objectives of this procurement.

ADDITIONAL PROGRAM REQUIREMENTS:

All contractors with subcontracts will provide oversight that minimally includes review of all program and fiscal reports and claims on a quarterly basis. The contractor will identify the person(s) responsible for this oversight. The subcontract agreement will include this requirement and will also include as applicable information regarding referrals of participants and respective responsibilities of the contractor and subcontract.

The contract term of March 1, 2024 – September 30, 2024, will be broken down into the following claiming periods and will require that a completed CAC/MDT program report be uploaded with each quarterly claim that speaks to performance target/s milestone achievements and quarterly updates. The contractor is required to establish at least one (1) performance target that covers the contract term in its entirety.

- Quarter 1: March 1, 2024 – May 31, 2024
- Quarter 2: June 1, 2024 – August 31, 2024
- Quarter 3: September 1, 2024 – September 30, 2024

Attachment A-2

Attachment A-2

Rev. 6-27-2019

Federal Assurances and Certifications

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Office of Family and Children Services (OCFS).

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) and Executive Order Number 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

13. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

14. This contract is funded in whole or part with federal funds. OCFS is a pass-through entity of these federal funds. The vendor may be determined, as shown on Attachment E, to be a sub-recipient of federal funds or assistance. Sub-recipients of federal funds or assistance have the responsibility of reporting to OCFS in addition to the sub-recipient's responsibility to file reports with the federal clearinghouse designated by Office of Management and Budget (OMB). If this contract will require the sub-recipient to expend \$750,000 or more of federal funds from this contract, or in total with other contracts or grants of federal funds or assistance in the sub-recipient's fiscal year, regardless of the source of the funding, the sub-recipient is required to comply with the terms and provisions of the 2 CFR Part 200 (Subparts A – F) - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* or, if applicable, 45 CFR Part 75 or other applicable federal regulation. The sub-recipient will notify OCFS if it reasonably expects to expend the sum of \$750,000 of federally derived funds, in its fiscal year, as soon as it has notice of awards, grants or contracts totaling \$750,000 in federal funds but in no event later than the close of the calendar year. The sub-recipient will have an audit performed pursuant to the requirements of 2 CFR Part 200 (Subparts A – F) - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* or, if applicable 45 CFR Part 75 or other applicable federal regulation, and provide OCFS with the required reports within 30 days of the sub-recipient's receipt of the independent audit report or within 9 months after the close of the sub-recipient's fiscal year, whichever event is sooner.

15. Certifies that Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the

responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions of children's services and all subgrantees shall certify accordingly.

16A. 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 4. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 5. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 6. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph four). 7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes: Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance: Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

16B. Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices.

Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

16C. Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

17. Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18A1. Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary

participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

18A2. (1) Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

18B.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was

entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

18B.2 a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. By signing and/or submitting this application or grant agreement, vendor agrees to comply with the Master Contract for Grants – Standard Terms and Conditions including, but not limited to, provision IV.E, Records and Audits, provision III.E, Refunds, and provision III.F, Outstanding Amounts Owed to the State. The vendor further acknowledges that any Federal funds due to the OCFS or the State of New York as a result of overpayments or final State or Federal audit determinations that disallow expenditures that occurred during the contract term may be recouped pursuant to provision III.F or, if not feasible, must be repaid as set forth in provision III.E.1 and as set forth in Attachment A-1 section 8 entitled 'Refunds'.

Attachment B Budget

A-1 Summary of Personnel Costs

Position/Title	Annual Salary	% of Time	Salary times % of Time**	Local Share	OCFS Grant Funds	Total Cost
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
1. Personnel Total				\$0	\$0	\$0
2. Fringe Benefits Total	<i>Enter Rate:</i>					\$0
3. Total Personal Services Costs			0	\$0	\$0	\$0

** The figures in the column are for comparison purposes only. It may not exactly equal the Total Cost figure.

A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role/Responsibility Below

4. Title:

Enter Role/Responsibility Below

5. Title:

Enter Role/Responsibility Below

6. Title:

Enter Role/Responsibility Below

7. Title:

Enter Role/Responsibility Below

8. Title:

Enter Role/Responsibility Below

9. Title:

Enter Role/Responsibility Below

10. Title:

Enter Role/Responsibility Below

11. Title:

Enter Role/Responsibility Below

12. Title:

Enter Role/Responsibility Below

13. Title:

Enter Role/Responsibility Below

14. Title:

Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Contractual/Consultant Costs	\$0	\$0	\$0

Enter Budget Narrative Below:

B5. Travel

Reimbursement for travel, lodging, and mileage costs must not exceed the State rates in effect at the time the person traveled.

Item	Local Share	OCFS Funds	Total Costs
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Travel Costs	\$0	\$0	\$0

Enter Budget Narrative Below:

B6. Equipment

Item	Local Share	OCFS Funds	Total Costs
Office Furniture, Waiting Room furniture, TV, Computers		\$12,650	\$12,650
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Equipment Costs	\$0	\$12,650	\$12,650

Enter Budget Narrative Below:

Computer/Technology Devices/Equipment and Property (P) - means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. This line will be used to incorporate any reasonable equipment expenses, based on program need, which may arise throughout each year and would not otherwise be covered by local share or within other budget categories. Examples of purchases may include, but are not limited to: computing devices, printer/copiers, furniture and property.

B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Supply Costs	\$0	\$0	\$0

Enter Budget Narrative Below:

B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
Training and Staff Development (P)		\$34,349	\$34,349
Family and Group Events and Supplies (P)		\$3,000	\$3,000
Unforeseen Miscellaneous Expenses (P)		\$0	\$0
Unforeseen Miscellaneous Expenses (A)		\$0	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Other Expenses	\$0	\$37,349	\$37,349

Enter Budget Narrative Below:

Training and Staff Development (P) - This line item is to help develop skills and define roles and responsibilities throughout the program. This line will be used for training and conferences expenses, curriculum relevant to the needs of the program, including but not limited to: staff and professional development, work plan and targets. Estimated cost will cover registration fees for CAC staff and MDT-Members, materials/supplies, non-contractual fee for training space, non-contractual trainer/speaker fee, MDT Team Members travel expenses who are not employed by the CAC agency (all travel reimbursement expenses will not exceed the NYS Travel Rates in effect; travel included within contractual/consultant agreements should not be captured here).

Family and Group Events and Supplies (P) - This line will be used for family and group events to for example: provide education, outreach and awareness to the general public around Child Abuse and Neglect and the CAC-MDT Structure and Response. Events may include, but are not limited to: educational groups, family outings, fairs/booths. This line may also cover admission costs for various venues in the community. Supplies may include, but are not limited to: arts and crafts, educational supplies, decorations and refreshments for families. Expenses may also include client transportation costs, including but not limited to: public transportation (metro cards, bus fare), taxi and ride sharing services.

Unforeseen Miscellaneous Expenses (P/A) - This line will be used to incorporate unforeseen expenses that align with or support the contract's work plan, goals, and objectives and are not included in other budget categories. This line may not be used without prior approval by your OCFS Program Manager.

Contractor Name:	Oneida County
Period of Budget:	3/01/2024 - 9/30/2024
Contract Number:	T012895

**ATTACHMENT B
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category	Local Share/ Local Match (if applicable)	OCFS Funds	Total Project Cost
1	2	3	4
A. Personal Services			
1. Project Staff Salaries	\$0	\$0	\$0
2. Fringe Benefits			\$0
3. Total (Lines 1 + 2)	\$0	\$0	\$0
B. Non-Personal Services			
4. Contractual/Consultant	\$0	\$0	\$0
5. Travel/Per Diem	\$0	\$0	\$0
6. Equipment	\$0	\$12,650	\$12,650
7. Supplies	\$0	\$0	\$0
8. Other Expenses	\$0	\$37,349	\$37,349
9. Total (Total Lines 4 to 8)	\$0	\$49,999	\$49,999
C. Project Total (Lines 3 + 9)	\$0	\$49,999	\$49,999

	Local Match (if required) Use *calculation below
--	--

*Local Match Calculation = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

Local Share/Match Breakdown

	Source	Amount
A. Cash Donations		
B. In-Kind Donations		
C. Volunteers/Intern		
D. Fees for Service		
E. Unrestricted Cash or Fund Balance		
F. Grants:		
- Other grants supporting this project		
Amount of OCFS Funds		
Non-OCFS Funds supporting this project		
Total		\$0

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

Attachment C Work Plan

ATTACHMENT C - WORKPLAN

Contract # T012895

ONEIDA COUNTY

WORK PLAN

PROJECT PLAN:

The Child Advocacy Center (CAC) consists of a multidisciplinary team (MDT) that provides the Community of Oneida County services. As many children and families impacted by abuse and neglect face rely on the CAC to provide professional services. It is important to have the MDT trained to accommodate the clients that rely on their expertise to help them through extremely difficult situations. With the correct education and training the MDT provides safety, healing and justice for children and families in Oneida County. The training funding will allow the Multidisciplinary team members to access training such as the Dallas Crimes Against Children Conference, train to become Cellebrite Certified Operators & Certified Physical Analysts, Cellebrite Advanced smartphone Analysts & Certified Mobile examiners. The conference as well as these special certification trainings helps the MDT to stay up on the new technologies.

With this funding the CAC would like to make their two waiting rooms a comfortable and children and family friendly space. The furnishings as well as TVs are planned to be purchased as well as some office furniture replaced. The goal is to make the CAC a safe friendly space so children can feel comfortable and safe with hopes to minimize further trauma to the child.

Performance Target(s) and Milestone Chart

Program Standard: Multidisciplinary Team Training

PERFORMANCE TARGET #: 1

MDT members to obtain training, through Dallas Conference and get members certified as Cellebrite Certified Operators & Certified Physical Analysts, and have members certified as Cellebrite Advanced Smartphone analysts & Certified Mobile Examiners.

<u>First Quarter Milestone(s):</u>	<u>03/01/2024-05/31/2024</u>	<u>Verification of Milestones</u>
1. Create training criteria		Provide Training Summary
2. Training Attendance		Training attendance sheets
<u>Second Quarter Milestone(s):</u>	<u>06/01/2024-08/31/2024</u>	<u>Verification of Milestones</u>
1. Create training criteria		Provide Training Summary
2. Training Attendance		Training attendance sheets
<u>Third Quarter Milestone(s):</u>	<u>09/01/2024-09/30/2024</u>	<u>Verification of Milestones</u>
1. Create training criteria		Provide Training Summary
2. Training Attendance		Training attendance sheets

Attachment D

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of See Attachment A-1 for Federal Fund Advance Request percent (____%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of _____ percent (____%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (____%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date 30 days after end of quarter
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____

- Fee for Service Reimbursement
Due date _____
- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____
- Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than _____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

Contract Number: # _____
Page 4 of 5, Attachment D - Payment and Reporting Schedule

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to provide details regarding special payment and reporting provisions.

ATTACHMENT E
Federal Fund Vendor Determination
6-27-2019

- This contract is funded in whole or in part with Federal funds. See Attachment A-2 for federal requirements.
- OCFS has determined that the Vendor IS NOT a Subrecipient.
- OCFS has determined that the Vendor IS a Subrecipient.

Attachment F

Attachment F

712



Department of Health and Human Services
Administration for Children and Families

Notice of Award
Award # 2001NYNCAN
FAIN# 2001NYNCAN
Federal Award Date: July 17, 2020

Recipient Information

- 1. Recipient Name**
NEW YORK
52 Washington St

RENSSELAER, NEW YORK 12144
- 2. Congressional District of Recipient**
*See Remarks
- 3. Payment Account Number and Type**
*See Remarks
- 4. Employer Identification Number (EIN)**
1146013200W1
- 5. Data Universal Numbering System (DUNS)**
042387717
- 6. Recipient's Unique Entity Identifier**
*See Remarks
- 7. Project Director or Principal Investigator**
Derek Holtzclaw

derek.holtzclaw@ocfs.ny.gov
518-486-7218
- 8. Authorized Official**
*See Remarks

Federal Agency Information

- 9. Awarding Agency Contact Information**
Margaret Harrell
Grants Management Officer
MGM_Grantor@grantsolutions.gov
312-353-4720
- 10. Program Official Contact Information**
Jerry Milner
Associate Commissioner
ACYF - Children's Bureau
MGM_Grantor@grantsolutions.gov
202-205-8618

Federal Award Information

- 11. Award Number**
2001NYNCAN
- 12. Unique Federal Award Identification Number (FAIN)**
2001NYNCAN
- 13. Statutory Authority**
42 USC 5101, Sec. 106(a)
- 14. Federal Award Project Title**
*See Remarks
- 15. Catalog of Federal Domestic Assistance (CFDA) Number**
93.669
- 16. CFDA Program Title**
Child Abuse and Neglect State Grants
- 17. Award Action Type**
Supplement
- 18. Is the Award R&D?**
*See Remarks

Summary Federal Award

- 19. Budget Period Start Date** 10-01-2019
- 20. Total Amount of Federal Funds Obligated by this Action**
- 20a. Direct Cost Amount
- 20b. Indirect Cost Amount Administrative Offset
- 21. Authorized Carryover
- 22. Offset
- 23. Total Amount of Federal Funds Obligated this budget period
- 24. Total Approved Cost Sharing or Matching, where applicable
- 25. Total Federal and Non-Federal Approved
- 26. Project Period Start Date 10-01-2019 -
- 27. Total Amount of the Federal Award including Approved Cost Sharing or Matching

Financial Information

- End Date** 09-30-2024
- \$549.00
- *See Remarks
- *See Remarks
- *See Remarks
- *See Remarks
- \$4,841,430.00
- *See Remarks
- *See Remarks
- End Date** 09-30-2024
- *See Remarks

- 28. Authorized Treatment of Program Income**
*See Remarks
- 29. Grants Management Officer – Signature**

Margaret Harrell
Grants Management Officer

Footnotes

This grant action awards the balance of the remaining funds for FFY 2020.



Department of Health and Human Services
Administration for Children and Families

Notice of Award
Award # 2001NYNCAN
FAIN# 2001NYNCAN
Federal Award Date: July 17, 2020

712

Recipient Information

NEW YORK
52 Washington St
RENSSELAER, NEW YORK 12144
Employer Identification Number (EIN): XXXXXXXXXXXXX
Data Universal Numbering System (DUNS): 042387717
Recipient's Unique Entity Identifier: *See Remarks
Object Class: 41.15

Financial Information

<u>Appropriation</u>	<u>CAN</u>	<u>Allotment</u>	<u>Award this action</u>	<u>Cumulative Grant</u>		<u>Document Number</u>	<u>Funding Type</u>
				<u>Award to Date</u>			
75-20-1536	2020,G992372	\$4,841,430.00	\$549.00	\$4,841,430.00		G-2001NYNCAN	Formula

Terms and Conditions

This grant is hereby awarded for obligations and expenditures made in accordance with your approved application under the Child Abuse Prevention and Treatment Act, as amended (42 U.S.C. 5101). All funds must be liquidated/expended no later than fiscal year end date. A negative grant award will be issued for funds that are not liquidated by that date.

With the acceptance of this award, you agree to administer this grant in compliance with conditions set forth in the applicable Program Instructions, terms and conditions, Departmental regulations, and OMB Circulars. Further, in accordance with Department of Treasury regulations 31 CFR Part 205, implementing the Cash Management Improvement Act, you agree to limit your request to draw Federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate requirements in carrying out programs funded through this award. Failure to adhere to these requirements may cause the suspension of grant funds.

Funds included in this award will be made available through the DHHS Payment Management System (PMS). Questions pertaining to payments should be directed to DHHS Division of Payment Management, Post Office Box 6021, Rockville, MD 20852; telephone 1-877-614-5533.

The electronic Terms and Conditions to support this program can be found on the website at <https://www.acf.hhs.gov/grants/terms-and-conditions>.

Please transmit a copy of this letter to the office authorized to request funds covered by this award.

Remarks

* This field is intended to be included in the standardized Notice of Award and will be displayed in subsequent quarters.



Department of Health and Human Services
Administration for Children and Families

Notice of Award
Award # 2001NYNCAN
FAIN# 2001NYNCAN
Federal Award Date: July 17, 2020

712

The contact information contained in Item #7 of this Notice of Award (NOA) is under review and may not reflect the current Project Director or Principal Investigator of this award. Please note that the NOA was emailed to the address provided on the FY 2020 CFS-101 forms in the Child and Family Services Plan.

Attachment MWBE

Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures

Revised January 2018

I. General Provisions

- A. The Office of Children and Family Services ("OCFS") is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OCFS, to fully comply and cooperate with OCFS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds, assessment of liquidated damages pursuant to Section VII of this Attachment and such other remedies are available to OCFS pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, OCFS hereby establishes an overall goal of **0%** for MWBE participation, **0%** for New York State-certified minority-owned business enterprise ("MBE") participation and **0%** for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1. Evidence of outreach to MWBEs;
 - 2. Any responses by MWBEs to the Contractor's outreach;
 - 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OCFS with MWBEs; and,
 - 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
 - 1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall submit an EEO policy statement to OCFS within seventy-two (72) hours after the date of the notice by OCFS to award the Contract to the Contractor.

Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OCFS may require the Contractor or subcontractor to adopt a model statement (see Form – OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. OCFS-4629 – Project Staffing Plan Form

This section applies to OCFS contracts with a total value in excess of \$250,000 only.

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OCFS. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

D. OCFS-2171 – Workforce Utilization Report Form

This section applies to non-grant contracts only.

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OCFS on a quarterly basis during the term of the Contract. The completed Workforce Utilization Report must be submitted via email to eeo@ocfs.ny.gov no later than 10 days following the end of each quarter during the term of the Contract.
 2. Separate forms shall be completed by the Contractor and any subcontractors.
 3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

OCFS-4361 – MWBE Utilization Plan Form

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OCFS, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OCFS, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OCFS shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through a non-electronic method provided by OCFS (OCFS-4442 – MWBE Request for Waiver Form). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OCFS shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If OCFS, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, OCFS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

OCFS-4441 – MWBE Quarterly Report Form

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OCFS by the 10th day following the end of each quarter during the term of the Contract. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

VII. Liquidated Damages - MWBE Participation

- A. Where OCFS determines that the Contractor is not in compliance with the requirements of this Attachment and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to OCFS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OCFS, the Contractor shall

pay such liquidated damages to OCFS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5738 Fax (315) 798-5218

May 2, 2024

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

FN 20 29-2501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find an Amendment to an Original Agreement template for day care service providers.

Oneida County, through its Department of Family and Community Services, contracts with multiple agencies to provide day care services. Day care services ensure children are well cared for while eligible families participate in required work participation activities, training and/or employment. This Amendment increases the number of required reimbursed absences from 24 to 80 per child, per provider, per state fiscal year pursuant to legislative changes amending New York State Social Services Law Section 410-x.

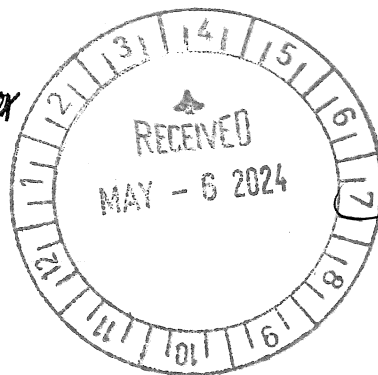
The term of this Amendment is October 1, 2023 through March 31, 2026. Payment is based on Day Care "Market Rates" as determined by New York State Office of Children and Family Services. The estimated total cost for the term of the Original Agreement is \$27,637,665.00, which consists of 63.80% Federal, 18% State, and 18.20% (\$4,974,779.70) County funding, and is unchanged from the Original Agreement.

If this Amendment meets with your approval, I respectfully request the matter be forwarded to the Board of Legislators for further consideration.

Sincerely,

Colleen 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 5-6-24

Attachments

Oneida Co. Department: Family and Community Services

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Various Day Care Agencies
Title of Activity or Service: Day Care Services for Children - Amendment
Proposed Dates of Operation: October 1, 2023 through March 31, 2026
Client Population/Number to be Served: Children in need of day care services up to age 12.

Summary Statements:

- 1) **Narrative Description of Proposed Services:**
To provide day care services to eligible families.

- 2) **Program/Service Objectives and Outcomes:**
To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

- 3) **Program Design and Staffing – N/A**

Total Funding Requested: \$27,637,655.00
Account #: A6055.495

Oneida County Dept. Funding Recommendation: The total cost for this service is anticipated to be \$27,637,665.00 for the 5-year term of the agreement. This amount is based on the actual 2020 costs for this service, which was \$5,527,533.00.

Proposed Funding Sources (Federal \$/ State \$/County \$): Annually -
Federal: 63.80% (\$3,526,566.10) State: 18% (\$994,955.94) County: 18.20% (\$1,006,011.01)

Cost Per Client Served: Rates are set by the New York State Office of Children and Family Services and vary based on age of youth and number of hours in service.

Past Performance Data: The Department is satisfied with the performance of all day care centers and contracts with multiple centers to ensure the availability of services when needed.

O.C. Department Staff Comments: *This is an amendment to an original template agreement for day care services to address the increase in reimbursed absences per New York State law.*

AMENDMENT

THIS AMENDMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Department of Family and Community Services (the “Department”), both having their principal offices located at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (collectively, the “County”), and [DAY CARE AGENCY], organized and existing under the laws of the State of New York, with its principal place of business located at [AGENCY ADDRESS] (the “Contractor”).

WITNESSETH:

WHEREAS, the Parties entered into County Contract No. _____ (“Original Agreement”) for an effective term of October 1, 2021 through March 31, 2026, in which the Contractor provides day care services to the County (a copy of the Original Agreement is annexed hereto as Exhibit “A”);

WHEREAS, Section XI of the Original Agreement states that the Department shall pay the contractor a maximum of twenty-four (24) absentee days per year from December 1, 2021 through March 31, 2026;

WHEREAS, the New York State Fiscal Year (SFY) 2024 Enacted Budget amended provisions of New York State Social Services Law (SSL) to expand access and standardize the Child Care Assistance Program across the state;

WHEREAS, pursuant to 2023 N.Y. AB 3006, effective October 1, 2023, Section 410-x of SSL has been amended by adding Subdivision 9, which requires all districts to reimburse up to eighty (80) absences per child, per provider, per state fiscal year, when a child is temporarily absent from child care; and

WHEREAS, in accordance with the above-referenced legislative changes, the Original Agreement shall be amended from twenty-four (24) to eighty (80) reimbursed absences per child, per provider, per state fiscal year;

NOW THEREFORE, it is mutually agreed between the Contractor and the County as follows:

1. This Amendment shall commence on October 1, 2023 and continue through the end of of the term of the Original Agreement.
2. Section XI of the Original Agreement shall be amended to read as follows:

XI. The Department shall pay the Contractor absentee days as follows:

- A maximum of four (4) Absentee days per month October 1, 2021 through November 30, 2021
- A maximum of twenty-four (24) absentee days from December 1, 2021 through March 31, 2022
- A maximum of twenty-four (24) absentee days from April 1, 2022 through March 31, 2023
- Up to twenty-four (24) days from April 1, 2023 through September 30, 2023, with an additional fifty-six (56) days to start October 1, 2023 for a maximum total of eighty (80) days through March 31, 2024
- A maximum of eighty (80) absentee days from April 1, 2024 through March 31, 2025
- A maximum of eighty (80) absentee days from April 1, 2025 through March 31, 2026

3. All other terms of the Original Agreement shall remain in full force and effect without change or alteration.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

Oneida County

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

 Date

Department of Family and Community Services

By: Colleen Fahy-Box
 Colleen Fahy-Box, Commissioner

5/2/24

 Date

Day Care Agency

By: _____
 Executive Director

 Date

Approved:

By: _____
 Maryangela Scalzo – Deputy County Attorney-Health and Human Services

EXHIBIT A

THIS AGREEMENT, is hereby entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal offices at 800 Park Avenue, Utica, New York 13501, through its Department of Family and Community Services (hereinafter collectively called the "Department"), and DAYCARE PROVIDER NAME, organized and existing under the laws of the State of New York, with principal offices located at _____ (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter called the "Commissioner"), is authorized under Section 410 et seq. of the Social Services Law ("SSL") to provide Day Care Services at public expense for children residing in her territory who are eligible pursuant to criteria established by the New York State Office of Children and Family Services; and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3)(a) of said SSL. The Day Care Provider may also be a private proprietor provided the conditions set forth pursuant to Section 410(3)(a) are met; and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 of the SSL; and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services program Plan for New York State including the Oneida County Social Services District; and

WHEREAS, the fee paid for Day Care Services is the Day Care "Market Rate" as determined by the New York State Office of Children and Family Services, and the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for performance of Day Care Services;

NOW THEREFORE, it is mutually agreed between the Department and the Contractor as follows:

I. Term

- a. The terms and conditions of this Agreement shall commence on October 1, 2021 and terminate on March 31, 2026.
- b. The option to renew this Agreement is at the sole discretion of the Department and notice shall be provided to the Contractor prior to the end of the term of this Agreement.

II. Termination

- a. This Agreement may be terminated by either party upon 30 days written notice to the other party.

III. Responsibilities of the Contractor

- a. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the New York State Office of Children and Family Services.
- b. The Contractor shall provide quality day care to children between ____ and ____ years of age for a portion of the day and less than 24 hours, outside their home in accordance with New York State and Federal standards for day care (“Day Care Services”).
- c. The Contractor shall provide the Day Care Services at its place(s) of business as specified in Attachment A. There are no other locations where the Contractor will provide Day Care Services.
- d. A child receiving Day Care Services from the Contractor must be at least ____ years of age, and no more than ____ years of age since this is the basis for issuance of the Contractor’s permit.
- e. The Contractor shall furnish such Day Care Services in accordance with applicable requirements of law and shall cooperate with the departments, as may be required, so that the Department and the New York State Office of the Children and Family Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and other applicable provisions of the Social Security Act and Social Services Law and be able to meet all the applicable requirements, both state and federal, pertaining thereto.
- f. The Contractor shall establish a system through which recipients may present grievances about the operation of the Day Care Services. The Contractor shall advise recipients of this right and will also advise applicants and recipients of their right to appeal.
- g. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

- h. The Contractor shall retain all fees collected from eligible individuals required to pay such fees and shall reduce its claim for payment by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

IV. Responsibilities of the Department

- a. The Department shall be responsible for establishing the standards, policies, and procedures for determining the eligibility of persons for Day Care Services to be purchased by the Department and to be furnished by the Contractor. The Department shall retain basic responsibility for determining the eligibility of persons for Day Care Services.
- b. The Department shall notify applicants for or recipients of Day Care Services of their right to a fair hearing to appeal the denial, reduction or termination of Day Care Services, or failure to act upon a request for Day Care Services with reasonable promptness. The Department shall be responsible for establishing fair hearing procedures, holding fair hearings, and taking such steps as may be necessary to enforce the fair hearing's determinations and decisions. The Department shall provide the Contractor with copies of any decision issued by the Office of Temporary and Disability Assistance.

V. Insurance Requirements

- a. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) by A.M. Best.
- Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 1. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury.
 2. Abuse and molestation coverage must be included.
 3. The County, and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds

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

- Workers' Compensation and Employer's Liability
 1. Statutory limits apply.
 - The Contractor shall procure and maintain insurance in force, for the duration of this Agreement, any additional types of coverage and limits of liability as determined by the Department.
- b. Waiver of subrogation: The Contractor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained by the County of Oneida.
- c. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under these policies shall not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

VI. Indemnification

To the fullest extent permitted by applicable law, the Contractor shall indemnify and hold harmless, and at the Department's option, defend, the Department, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by the Department caused by any negligent act or omission, or intentional misconduct of the Contractor, its officers, agents, employees (including the Contractor's Assistants or other authorized personnel) arising out of or in connection with the exercise by the Contractor or any of the Contractor's authorized

personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of the Department.

VII. Performance of Services

- a. The Contractor represents that the Contractor is duly licensed and has the qualifications, the specialized skills, the experience and the ability to properly perform the services. The Contractor shall use the Contractor's best efforts to perform the services such that the results are satisfactory to the Department. The Contractor shall be solely responsible for discussion with Day Care Services recipients to determine the location, method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- b. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the Department, and the Department shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the Department, and in compliance with any and all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.
- d. The Contractor shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The Contractor maintains the right to do so at any time, and the Department maintains the right to contract with other individuals or entities to perform the same services.

VIII. Independent Contractor Status

- a. It is expressly agreed that the relationship of the Contractor and its Assistants to the Department shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that neither the Contractor, nor its Assistants, shall hold themselves out as, nor claim to be, officers or employees of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.
- b. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the Department agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Contractor or its Assistants shall not be eligible for compensation from the Department due to
 - illness;
 - absence due to normal vacation; and
 - absence due to attendance at school or special training or a professional convention or meeting.
- d. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.
- e. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required.

The Department shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Contractor shall indemnify and hold the Department harmless from all loss or liability incurred by the Department as a result of the Department not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the Department and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

IX. Payment

- a. For the purpose of this Agreement, a unit of service shall be defined as the care of a child for one week, five full days of at least six (6) hours per day.
- b. The Department shall pay the Contractor per market rates as set by New York State for each unit of service provide pursuant to this Agreement. This rate per unit of service has been determined by the Department to be an amount reasonable and necessary to assure the quality of the Day Care Services.
- c. The Department shall pay the Contractor a negotiated rate for a child who receives Day Care Services on a part-time basis.
- d. The Contractor shall submit time sheets and request for payment either electronically or in written form to the Department.
 - Electronic submissions shall be made using the New York State Office for Children and Family Services Child Care Time and Attendance System (CCTA). The Department shall verify the submission and authorize payment to the Contractor via the Benefits Issuance and Control System (BICS).

- Written time sheets shall be submitted directly to the Department for payment. Upon verification of the written time sheets, the Department shall authorize payment to the Contractor via the BICS.

X. The Department shall not be responsible for any fee and all clients supplemented by Department funds shall not be required to pay a registration fee.

XI. The Department shall pay the Contractor absentee days as follows:

- A maximum of four (4) Absentee days per month October 1, 2021 through November 30, 2021
- A maximum of twenty-four (24) absentee days from December 1, 2021 through March 31, 2022
- A maximum of twenty-four (24) absentee days from April 1, 2022 through March 31, 2023
- A maximum of twenty-four (24) absentee days from April 1, 2023 through March 31, 2024
- A Maximum of twenty-four (24) absentee days from April 1, 2024 through March 31, 2025
- A maximum of twenty-four (24) absentee days from April 1, 2025 through March 31, 2026

XII. Books, Records, and Reports

- a. The Contractor shall maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.
- b. All records relevant to this Agreement shall be subject at all reasonable times for inspection, review or audit by the Department or New York State personnel, as well as by federal personnel (when federal funds are used in making payments to the Contractor), in accordance with applicable federal and state requirements.
- c. The Contractor shall collect statistical data of a fiscal nature on a regular basis and make fiscal statistical reports at times prescribed by and on forms furnished by the Department in accordance with applicable federal and state requirements.

- d. The Contractor shall maintain program records required by the Department and agrees that a program and facilities review, including meetings with recipients of services, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of Day Care Services may be conducted at a reasonable time by appropriate Department, state or federal personnel and other persons duly authorized by the Department in accordance with applicable state and federal requirements.
- e. The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment. Federal and/or State auditors, and any person duly authorized by the Department shall have full access to and the right to examine any of said material during said period, in accordance with applicable federal and state requirements.
- f. The Contractor and the Department shall observe and require the observance of applicable federal and state requirements relating to confidentiality of records and information, and neither shall allow the examination of records or disclosure of information, except that examination of records by the Department as may be necessary to assure that the purpose of this Agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provisions of the state service operation work plans and federal regulations.

XIII. Choice of Law / Venue

- a. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.
- b. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

XIV. Non-Assignment

- a. The Contractor shall not assign or subcontract any portion of this Agreement without the prior written approval of the Department (which shall be attached to this

Agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon amount to be paid under this Agreement.

XV. Miscellaneous

- a. The parties agree to renegotiate this Agreement in the event that the New York State Department of Health or the New York State Office of Children and Family Services issue new or revised requirements on the Department as a condition for receiving continued federal or state reimbursement.
- b. During the performance of this Agreement, the Contractor shall not, on the grounds of age, race, color, or national origin:
 - Deny an individual any services or other benefits provided under the program;
 - Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
 - Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any service(s) or other benefits provided under the program;
 - Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services(s) or other benefits provided under the program;
 - Treat an individual differently from others in determining whether he or she satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;
 - Deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him or her an opportunity to do so which is different from that afforded others under the program.
- c. During the performance of this Agreement, the Contractor agrees as follows:

- The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.
- The Contractor shall send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided to the New York State Division of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses i through vii (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Agreement, the Contractor shall request such labor union or representative to furnish it with a written statement that such labor union or representative shall not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the New York State Division of Human Rights of such failure or refusal.
- The Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the New York State Division of Human Rights setting forth the substance of the provisions of clauses i and ii and such provisions of the State's laws against

discrimination as the New York State Commissioner of Human Rights shall determine.

- The Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin.
- The Contractor shall comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, shall furnish all information and reports deemed necessary by the New York State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to its books, records and accounts by the New York State Commissioner of Human Rights, the Attorney General, and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- This Agreement may be canceled, terminated or suspended, in whole or in part, by the Department on the basis of a finding made by the New York State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the state, until it satisfies the New York State Commissioner of Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the New York State Commissioner of Human Rights after conciliation efforts by the New York State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the New York State Division of Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded it to be heard publicly before the New York State Commissioner of Human Rights or its designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

- The Contractor shall include the provisions of clauses i through vii in every subcontract or purchase order in such a manner that such provisions shall be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor shall take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly notify the Attorney General, requesting him or her to intervene and protect the interest of the State of New York.
- d. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provide in part: that upon the refusal of a person, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.
- The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and;
 - This Agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July nineteen hundred and fifty-nine or with any fire district

or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, any by any firm, partnership, or officer may be canceled or terminated by the Department of municipal corporation or fire district with incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

- The undersigned officer of the Contractor expressly warrants and represents that neither s/he, nor any member, director or officer of the Contractor, prior to the date of execution of this Agreement, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

XVI. Entire Agreement

- a. The terms of this Agreement, including any attachments, amendments, addendums or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto including, but not limited to, Attachment A (Day Care Center Location Sites), Appendix A (New York State Conditions), Appendix B (Standard Clauses for all Oneida County Department of Social Services Contracts), the Standard Oneida County Conditions Addendum, and Oneida County Department of Social Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement.

- b. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

XVII. Advice of Counsel

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

Signatures appear on the next page.

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

Date: 5/23/22

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

Approved: Kimberly A. Kolch
Kimberly A. Kolch, Assistant County Attorney

Date: _____

Department: Colleen Fahy-Box
Colleen Fahy-Box, Commissioner

Date: 3/25/22

Contractor: _____

Authorized Signature: _____

Print Authorized Name: _____

Title: _____

APPENDIX A
NEW YORK STATE CONDITIONS

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

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

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

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

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

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

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

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

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

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

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

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

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

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

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

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES CONTRACTS

PERSONNEL

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

NOTICES

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

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

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

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

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

- o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a
- p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement, then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at:
[http://www.wcb.state.ny.us/content/ebiz/wc db exemptions/we db exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc%20db%20exemptions/we%20db%20exemptions.jsp)
- q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

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

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

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

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

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

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

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

ADDITIONAL ASSURANCES

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

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

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

contracting to provide services funded by any federal money.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
11. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - 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:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
11. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- 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

- 1x. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 11. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 111. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section I09 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six

(6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 11. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

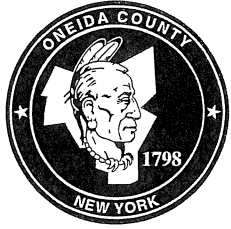
1. Upon all real property owned or leased by the County of Oneida;
and

11. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

20. COMPLIANCE WITH NEW YORK STATE LABOR LAWS 201-G

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



ANTHONY R. CARVELLI
COMMISSIONER



**ONEIDA COUNTY
DEPARTMENT OF FINANCE**

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

May 6, 2024

2024 255

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

GOVERNMENT OPERATIONS
WAYS & MEANS

Dear Mr. Picente:

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

Please remit this to the Board of Legislators for their full approval at their meeting in June 2024.

Thank you.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

AC/dmh

Enclosure

Cc: Mike Billard, Clerk of the Board

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

Anthony J. Picente, Jr.
County Executive

Date 5-7-24



Oneida County Department of Purchasing
800 Park Ave 6th Floor Utica, NY 13501
Phone (315) 798-5880 Fax (315) 798-4042
purchasing@ocgov.net

Anthony J. Picente Jr.
County Executive

Alfred A. Barbato
Director

April 29, 2024

FN 20 24-256

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

GOVERNMENT OPERATIONS

Dear County Executive:

WAYS & MEANS

The Oneida County Mailroom currently utilizes a Pitney Bowes PS P3000 Mailing Machine to process outgoing mail for all County Departments, Oneida County Court, New York State Supreme Court, Surrogates Court, Family Court, and the City of Utica. The mail machine weighs, seals, and affixes postage to each piece of mail. It maintains records of postage used by each County and City Department, and calculates total monthly postage for each, department, and organization.

The lease for the Pitney Bowes PS P3000 has expired and the Purchasing Department issued a request for proposal (RFP #2023-375) for the lease of a replacement machine. The Purchasing Department has determined that the proposal submitted by Pitney Bowes for a Send Pro Mail center has been evaluated and is the most advantageous.

The Send Pro Mail Center offers the same functionality at the SP P3000 for \$1,754.27 per month to be billed quarterly for a period of 60 months. The total cost over the 60-month period will be \$105,256.20. The total cost will be \$775.60 less than the previous lease agreement. Pitney Bowes is offering this lease agreement through the attached State and Local Fair Market Value Lease.

Pitney Bowes mail machines have been used in the County mailroom for many years, they have been reliable, and when needed, the service has been excellent. Based on the excellent quality and reliability of Pitney Bowes machines, the Purchasing Department requests to enter a lease agreement for the Send Pro Mail Center and all included equipment accessories.

Sincerely,

Alfred A. Barbato
Director of Purchasing

Attachments: Pitney Bowes Lease Agreement State and Local Fair Market Value Lease and Pitney Bowes General Terms

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

Anthony J. Picente Jr.
County Executive

Date 4-30-24

Oneida Co. Department: Purchasing

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Pitney Bowes
27 Waterview Drive
Shelton, CT 06484

Title of Activity or Service: Lease – Mail Room Equipment

Proposed Dates of Operation: January 1, 2014 – December 31, 2029

Client Population/Number to be Served: County Departments & Local Shared Services

Summary Statements

- 1) **Narrative Description of Proposed Services:** Pitney Bowes was the only respondent to RFP #2023-375. This Lease will provide mail processing equipment to be used for all departments of Oneida County government, as well as the shared services Oneida County has with other local municipalities.
- 2) **Program/Service Objectives and Outcomes:** 60 month (5 year) lease to replace existing equipment for which lease is expiring.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$105,256.20 **Account # A1610.413**

Oneida County Dept. Funding Recommendation: \$105,256.20

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

Cost Per Client Served: N/A

Past Performance Data: Pitney Bowes equipment has supplied the Oneida County Mail Machine equipment for many years. Performance and maintenance have been very good.

O.C. Department Staff Comments: Recommend Lease based on excellent reliability and performance of Pitney Bowes mail equipment.

COUNTY OF ONEIDA STATE AND LOCAL FAIR MARKET VALUE LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is by and between The County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal place of business located at 800 Park Ave., Utica, New York, hereinafter referred to as the "County" or "Licensee", and Pitney Bowes Global Financial Services LLC, a Delaware Corporation authorized to do business in the State of New York, and having its principal place of business located at 27 Waterview Drive, Shelton, Connecticut, each a "Party," and collectively, the "Parties."

This Agreement is made up of the terms contained herein, Oneida County Addendum 1, Exhibit "A" (On-Premise Software License Agreement, Exhibit "B" (On-Demand Software Services Agreement), the executed order attached hereto as Exhibit "C" ("the **Order**"), and PBI's Privacy Statement. The Privacy Statement explains how PBI uses the County's information.

DEFINITIONS

For the purposes of this Agreement, the following definitions will apply. "PBI" means Pitney Bowes Inc. "Pitney Bowes" means PBI and its subsidiaries. "PBI", "PBI's" "PBGFS" or "us" refers to the Pitney Bowes companies with whom the County entered into the Order. "The County" or "The County's" refers to the County of Oneida identified on the Order. "Meter" means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD"), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. "Meter Services" means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 28; and the Soft-Guard Program outlined in Section 30. "Equipment" means the equipment listed on the Order, excluding any Meter or standalone software. "Lease" means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement ("SLA"); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TERMS

1. Lease of Equipment; Provider of Leasing Services

These Lease terms apply to all Equipment leased under this Agreement. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries ("PBGFS"), provides the County with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at PBI's option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9 below (the "Lease Term"). The Lease Term begins on the date the Equipment is shipped if PBI does not install the Equipment, and the date of installation if PBI installs the Equipment ("Install Equipment"). If the County is entering into a Lease to enhance, upgrade or replace Equipment the County is leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then the County's Lease Term will commence to align with the County's current periodic invoice date. **The County may not cancel this Lease for any reason, except as expressly set forth in Sections 8 or 9 below, and all payment obligations under this Lease are unconditional.** The County understands that PBI owns the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, under no circumstances does the County have the right to become the owner of the Equipment at the end of the

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

Lease Term.

2. Payment Terms

PBGFS will invoice the County quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a "**Periodic Payment**"). The County will make each Periodic Payment by the due date shown on PBGFS's invoice. The County's Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively "**PBI Payments**") will be included with the County's Periodic Payment and begin with the start of the Lease Term. After the Lease Term, the County's Periodic Payment will increase if your PBI Payments increase.

3. End of Lease Options

During the (90) ninety days before the County's Lease ends, the County may, unless the County is in default: (i) enter into a new lease or an amended lease with PBGFS; (or (ii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay PBI our then applicable processing fee (including any equipment return fee). If the County elects to return the Equipment and Meter, the County will, as specified by PBI, either properly pack and return them to PBI in the return box and with the shipping label provided by PBI or furnish them to a service carrier specified by PBI to pick up and ship them to PBI. If the County does not do one of the things listed in clause (i) or (ii) above, the County will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease, unless prohibited by law. The County may choose to cancel the automatic extensions at any time by giving PBI (30) thirty days' written notice by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Upon cancellation, The County agrees to either return all items as provided in this Section 3 or purchase the Equipment.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

The County will keep the Equipment free from liens and in good condition and working order. PBI may inspect the Equipment and related maintenance records. The County may not move the Equipment from the location specified on the Order without PBI's prior written consent.

6. Risk of Loss

(a) The County bears the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by PBI until the Equipment is returned to, and received by, PBI, regardless of cause, ordinary wear and tear excepted ("**Loss**"). No Loss will relieve the County of any of its obligations under this Lease. The County must immediately notify PBI in writing of any Loss. To protect the Equipment from loss, the County will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to PBI ("**Insurance**").

7. Other Lease Terms

(a) If more than one lessee is named in this Lease, liability is joint and several.

(b) The County may not assign or sublet the Equipment, the Meter or this Agreement without State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

PBI's prior written consent. Any assignment without PBI's consent is void. PBI may sell or assign all or part of this Lease or the Equipment, but it will not affect your rights or obligations.

(c) All applicable taxes required to be collected by PBI will be shown on the invoice.

8. NON-APPROPRIATION

The County warrants that the County has funds available to pay all payments until the end of the County's current fiscal period and shall use the County's best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of the County's Lease Term. If the County's appropriation request to the County's legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, the County may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to PBI evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at the County's expense.

9. EARLY TERMINATION

The County further warrant that the County intends to enter into this Lease for the entire Lease Term and the County acknowledges that PBI has relied upon such representation when determining the applicable pricing plan. If the County cancels or terminates this Lease prior to expiration of the Lease Term (other than for non-appropriations), the County shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS

10. Warranties

PBI warrants that all PBI-branded equipment ("**PBI Equipment**") will be free from defects in material and workmanship and will perform according to the operator guides for a period of (90) ninety days from the date (i) the PBI Equipment is installed at the County's location when PBI installs the PBI Equipment for the County or (ii) the PBI Equipment is delivered to the County when the County can install it for itself. The DI2000™ inserting system has its own unique warranty that the County can see at pitneybowes.com/us/di2000-terms.html.

(a) A defect doesn't include the failure of rates within a rate update to conform to published rates.

(b) PBI warrants that any service ("**Service**") PBI performs under the SLA set out in Sections 20 through 25 will be performed in a professional and workmanlike manner.

(c) **THE COUNTY ACKNOWLEDGES THAT ITS SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE PBI REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, RE-PERFORM THE SERVICE.**

(d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "**Excluded Circumstance**" is a circumstance outside of PBI's control, including an accident, the County's negligent or reckless use of the equipment, use of the equipment which exceeds PBI recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond PBI's control, servicing of the equipment by someone other than PBI, failure to use required software updates, use of the equipment with any system where PBI has told the County that PBI will no longer provide support or that PBI has advised the County is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

(e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.

(f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").

(g) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PBI (ON BEHALF OF PBI AND ITS SUPPLIERS) MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. PBI MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. PBI AGREES TO PASS THROUGH TO THE COUNTY ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

11. Limitation of Liability

PBI'S TOTAL LIABILITY (INCLUDING ANY LIABILITY OF PBI SUPPLIERS) IS LIMITED TO THE FEES PAID BY THE COUNTY FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER PBI NOR PBI'S SUPPLIERS ARE LIABLE FOR ANY: (I) DAMAGE THE COUNTY MAY INCUR BY REASON OF THE COUNTY'S MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR THE COUNTY'S NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

12. Default and Remedies

(a) If the County fails to make any payment within three days after the due date shown on PBGFS invoice, or if the County breaches any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for (30) thirty days after PBI gives the County notice or the County becomes insolvent or files for bankruptcy, the County will be in default and PBI may:

- (i) cancel this Agreement and any other agreements Pitney Bowes has with the County;
- (ii) require the County to pay to PBGFS immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
- (iii) disable the Meter;
- (iv) require the County to return the Equipment and Meter, and delete or remove software; and deny the County access to software;
- (v) if the County fails to return the Equipment, PBI will require the County to immediately pay to PBI an amount equal to the value of the Equipment, as determined by PBI;
- (vi) charge the County a late charge, as allowed by law, for each month that the County's payment is late;
- (vii) charge the County a check return fee for payments made by the County with insufficient funds; and
- (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to the County. To the extent permitted by law, the County waives any notice of PBI repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, PBI is not waiving its right to collect the balance due.

(b) intentionally omitted

(c) PBI may suspend any services during any period that the County's account is more than (30)

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

thirty days past due.

13. Taxes

The County is a non-taxable entity. However, in the event that tax liability is incurred on the part of the County during the Term of this Lease, the County agrees to pay PBI for all applicable sales, use, property, purchase or other taxes (excluding taxes on net income) related to the Lease or rental agreement or Meter Services Agreement based on or measured by its payments to PBI, the Equipment, Equipment location, Meter and Meter location. PBI will determine the amount of all property and similar taxes to be charged to the County based on PBI's reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of \$35 per year for each Lease schedule or Equipment rental agreement or Meter Services agreement. The County is responsible to provide PBI with a current and valid tax-exempt certificate.

14. Embedded Software; Applications

(a) PBI's Equipment may contain embedded software. For embedded software, the County agrees that: (i) PBI and PBI's licensors own the copyrights and other intellectual property to it; (ii) the County is licensed only to use it with PBI's Equipment in which it resides; (iii) the County won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) the County won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

(b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by PBI. The County may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. The County agrees to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

The County grants PBI a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment to secure payment of any balance due. The Parties agree that PBI shall have the right to recover the Equipment if the County hasn't paid for it. PBI may file a copy of this Agreement as a financing statement with the State authorities. If the County does in some way lease any Equipment, the County authorizes PBI to file a Uniform Commercial Code financing statement naming the County as debtor/lessee with respect to the Equipment in order to protect PBI's interest in the Equipment.

17. Analog and Digital Connectivity

(a) intentionally omitted

(b) THE COUNTY ACKNOWLEDGES THAT THE SOLUTION BEING LEASED UNDER THIS LEASE REQUIRES DIGITAL CONNECTIVITY.

18. Delivery

You bear all shipping charges for physical delivery of the Equipment, Meters and software.

19. Miscellaneous

(a) We will use your information in accordance with our [Privacy Statement](#). (b) The County agrees to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

(c) The County's use of any application will be subject to the terms of use provided at the time of the County's first login.

(d) PBI is not responsible for any delay or failure to perform resulting from causes outside of PBI control.

(e) The County may not assign this Agreement without PBI prior written consent. Any assignment without PBI consent is void.

(f) Payments under this Agreement are not subject to setoff or reduction.

(g) ANY LEGAL ACTION YOU FILED BY EITHER PARTY MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO A CLAIM. BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.

(h) This Agreement can be modified only if both Parties agree to do so in writing. The County may use a purchase order to offer to obtain equipment or services but none of its provisions contained within the purchase order will modify or supersede the provisions of this Agreement unless both Parties expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.

(i) Each Parties respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.

(j) PBI may deliver any notice and other communication to the County under this Agreement by email to the email address that PBI has on file for you. The County agrees to the delivery of these notices and other communications by email. PBI may call the County at any number the County gives to PBI.

(k) 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.

(l) The County agrees that PBI can use the County's name in a client list and identify the County as a client when communicating with prospective clients, in each case along with PBI's product or service that the County is using. The County agrees that PBI can use the County's name and logo in marketing content, including in an advertising campaign, with the County's prior consent.

(m) The County agrees to comply with all applicable laws and regulations, including export control laws and regulations.

SERVICE LEVEL AGREEMENT

20. Applicability of SLA

This SLA section applies to the County if PBI has entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding any DI2000™ inserting system and any PitneyShip™ Cube (the covered equipment is called "**Covered Equipment**").

21. Service Level Options

(a) (i) If the County signs up for **Standard SLA** on the Order, PBI will provide at its option either repair State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 22) (the “**Service Term**”). The County is also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify the County when preventative maintenance is due, or the County can request preventative maintenance service. If the County’s Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at the County’s location for on-site service. The County won’t incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with the County’s consent. “**Normal Working Hours**” means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to the County, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs the County otherwise, within (5) five days of receiving the replacement equipment, the County must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. The County is responsible for the Covered Equipment until PBI receives it.

- (b) If the County is eligible to receive **Performance SLA** under our policies and the County signs up for Performance SLA on the Order, the County will be entitled to receive: (i) all coverage provided under Standard SLA; and (ii) one two-hour application consultation for the County’s mailing and shipping needs. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can’t resolve the issue remotely (the “**Response Time Commitment**”). The Response Time Commitment relates solely to the arrival of a technician at the County’s location. It isn’t a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn’t guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, the County will receive Standard SLA and we will adjust the SLA charges payable by the County appropriately. If we don’t meet the Response Time Commitment, we will provide the County with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, the County must use a credit request form which the County can obtain from the service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are the County’s sole remedy for PBI’s failure to meet the Response Time Commitment.**

22. Service Term

PBI will provide the County with Service for the term of the Lease, (the “**Initial Service Term**”). **SERVICE WILL COINCIDE WITH THE INITIAL TERM OF THE LEASE AND ANY LEASE EXTENSIONS (“RENEWAL SERVICE TERM”) UNLESS A) THE COUNTY TERMINATES THE COUNTY’S SERVICE AS PROVIDED BELOW, B) THE LEASE EXPIRES OR IS TERMINATED, OR C) THE RENEWAL IS PROHIBITED BY LAW.** If the County does not wish to renew Service, the County must deliver a written notice (the “**Termination Notice**”) at least 60 days prior to the renewal of the term to PBI at 27 Waterview Drive, Shelton, CT 06484 or the County may notify PBI by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to

create a case”). The County’s Termination Notice must include the County’s customer account number and agreement number (if applicable). PBI reserves the right not to renew the County’s SLA for any reason upon reasonable notice to the County.

23. SLA Fees

The County will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). PBI may increase the SLA fees after the Initial Service Term, and any increases will be reflected on the County’s invoice. If the County receives service for repairs caused by any Excluded Circumstance, PBI will charge the County for the service at PBI’s current hourly rates and for any required parts. If the County exceeds the cycle volume of the County’s Equipment specified on the Order, PBI may bill the County for the additional cycles over the specified cycle volume (the additional cycles are called the “Overage”). The charge will be determined by reference to the rate in effect at the time that PBI determines that an Overage exists. Upon request, the County will provide the cycle volume to PBI. If the County does not provide the cycle volume to PBI, PBI will estimate the cycle volume and send an invoice to the County for any Overage based on PBI’s estimate. If, in the prior quarter, PBI estimated cycle volume and later receive actual cycle volume, then PBI will make adjustments based on actual usage on the County’s next invoice.

24. Service Changes

PBI may modify its Service by giving written notice to the County (a “**Service Change Notice**”), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, the County may terminate Service by giving PBI a termination notice at the address indicated in Section 22 or the County may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).

25. Additional Service Terms

The County can’t elect to have Service apply to some but not all of the items of Equipment. Service doesn’t include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If the County replaces any of the County’s Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll the County for maintenance coverage on the new Equipment at PBI’s then current annual rates. If the County acquires an attachment, or adds a unit, to the County’s Covered Equipment, PBI will provide coverage for each attachment or unit which PBI determines qualifies for coverage under the SLA and adjust the County rate accordingly. If the County choose not to continue coverage on the replacement Equipment, attachment or unit, the County may cancel Service for the item within (30) thirty days of the date of the County’s initial invoice for the item from PBI. If the County elects to cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI’s current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

26. Equipment Rental and Meter Services

(a) If the County’s order includes a Meter, PBI will invoice the County the Meter Services fees listed on the Order. After the period listed on the Order (the “**Initial Term**”), PBI may increase the Meter Services fees upon at least (30) thirty days’ prior written notice. When the County receives notice of an increase, the County may terminate the County’s Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, unless prohibited by law, Meter Services term will convert to successive month to month extensions. The County may choose to cancel the month to month extensions at any time by giving PBI (30) thirty days’ prior written notice, to the address in Section 22 above, or create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”). Upon expiration of the term of the Meter Services, the County agrees to return the Meters covered by the Meter Services agreement in their original condition, reasonable wear and tear excepted. PBI reserves the right to recover or disable the Meter and terminate the County’s use at any

time if the County is in violation of USPS regulations.

27. Postage

The County may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into the County's Reserve Account that the County maintains with the Bank (the County's "**Reserve Account**") or the County may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, PBI may charge the County a fee of up to \$15.00 for refilling County postage. After the Initial Term, PBI may increase postage refill fees upon (30) thirty days prior written notice. If the County participates in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), PBI will advance payment on the County's behalf to the USPS, subject to repayment by the County under the terms of the postage advance program and billed separately from the County's Meter Services fees.

28. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, PBI will repair or replace the Meter at no cost to the County. The County agrees to take proper care of the Meter(s), as stated in this Agreement and any user documentation. The County assume all risk of loss or damage to the Meter(s) while the County has possession.

29. Terms of Use of Meter; Federal Regulations

- (a) The County may use the Meter solely for the purpose of processing the County's mail, provided that the County is authorized by the USPS to use the Meter, and that the County complies with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. The County agrees to use only attachments or printing devices authorized by PBI. The County must receive PBI's written consent before moving the Equipment or Meter to a different location. Federal regulations require that PBI own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If (i) the Meter is used in any unlawful scheme, (ii) isn't used for any consecutive 12 month period, (iii) the County takes the Meter or allows the Meter to be taken outside the United States without proper written permission of USPS Headquarters, (iv) the County enters a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (v) the County offers, sells or allows the use of the shipping rates that PBI offers to the County under this Agreement to or by any other party (vi) the County is in possession of a decertified system, or (vii) the County otherwise fails to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. The County acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause the County to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. The County is responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to PBI. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. The County understands that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is the County's obligation to comply with any rules and regulations regarding its use.
- (b) The County agrees that the County will not offer, sell or allow the use of the shipping rates that PBI offers to the County under this Agreement to or by any other party.
- (c) HAZMAT Requirement. The County acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including Publication 52, State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

New Mailing Standards for the Separation of Hazardous Materials (87 Federal Register 73459), as well as replacement or supplemental regulations, and the County agrees to comply with all rules and regulations implemented by the USPS relating to handling of shipments of parcels containing hazardous materials, including labeling, packaging, and separation in the tendering of parcels to the USPS.

- (d) USPS Privacy Act Statement. The County's information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, the County's transaction may not be processed. USPS does not disclose the County's information to third parties without the County's consent, except to facilitate the transaction, to act on the County's behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on the County's behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding PBI to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

30. Rate Updates and Soft-Guard® Program

The County's Meter or Equipment may require periodic rate updates that the County will obtain under our Soft-Guard program. PBI will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. PBI won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

31. Collection of Information

The County authorizes PBI to access and download information from the County's Meter or from your PC Postage account. PBI may disclose this information to the USPS or other authorized governmental entity. PBI won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that PBI obtains about the County in this manner unless required to by law or court order. PBI may elect to share aggregate data about PBI clients' postage usage with third parties.

32. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are the County's responsibility to pay for and are payable the same way that the County pays for postage. The USPS is solely responsible for its services. PBI is not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. PBI has the right to terminate the value-based services if the USPS discontinues offering the service or the County breaches its obligations under this Agreement and fails to cure the breach within (30) thirty days after the County has been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

33. Acknowledgement of Deposit

This section of the agreement provides the County with the sections that the USPS requires PBI to include in any agreement where PBI is providing Meter Services. The USPS requires that PBI use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with the County's use of a Postage Evidencing System, the County may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "Deposit"), or the County may transfer funds to the Bank for deposit into the County's Reserve Account.

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

- (b) To the extent the County deposits funds in advance of the use of any evidence of postage, the County may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in the County's Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by the County to the Lockbox Bank account described above.
- (c) Any deposit made by the County in the County's Reserve Account is subject to the Reserve Account Agreement and Disclosure Statement governing the County's Reserve Account.
- (d) Any Deposit made by the County in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. The County shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to the County for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by the County, so that PBI can update its records.
- (g) PBI may deposit funds on the County's behalf. The USPS will make no advances of funds to the County. Any relationship concerning advances of funds is between the County and PBI, PBGFS and/or the Bank.
- (h) The County acknowledges that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. The County acknowledges that the County shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER TERMS

34. Purchase Power Program

- (a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the "**Program**"), The County must provide the information described in paragraph (h) below. The County will receive a set of more specific provisions for the Program within (30) thirty days of the date of this Agreement.
- (b) The County's Purchase Power account (the "**Account**") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, the County agrees to pay the fees and charges of which the Bank has given the County notice, including those relating to: (i) applicable transaction or overage fees; (ii) The County's failure to pay in a timely manner; (iii) The County's exceeding the County's credit line; and (iv) fees attributable to the return of any checks.
- (c) The County will receive a billing statement for each billing cycle in which the County has activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for the County. Payments are due by the due date shown on the County's billing statement. The County may pay the entire balance due or a portion of the balance, provided that the County pays at least the minimum payment shown on the statement. In the event of a partial payment, the County will be responsible for the

unpaid balance.

(d) (i) By using the Program, the County agrees that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on the County's billing statement, the Bank will charge the County, and the County will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of the County's next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of December 31, 2019, the daily periodic rate would be .05342% and the corresponding annual percentage rate would be 19.50%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account. (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vi) Each payment that the County makes will be applied to reduce the outstanding balance of the Account and replenish the County's available credit line. (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus the County's existing balance exceeds the County's credit limit.

(e) The Bank may at any time close or suspend the Account and may refuse to allow further charges to the Account. Cancellation or suspension will not affect the County's obligation to pay any amounts the County owes.

(f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to the County (including by electronic notice via the email address that is then on file for the County). The County is consenting to electronic delivery of any amendments to the Program terms. Each time the County uses the Program, the County is signifying acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify the County in the event of any termination. Any outstanding obligation will survive termination of the Program.

(g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

(h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account, the Bank asks that the County agree to provide identifying information, including the County's address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that the County's representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. The County agrees to provide all such requested identifying information.

PRODUCT SPECIFIC TERMS

35. Software

If the County is acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference. A copy of the On-Premise Software License Agreement and On-Demand Subscription Services Agreement which are current as of the Effective Date, and which we reserve the right to change, are attached hereto for your convenience as Exhibit A and Exhibit B.

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

36. DI2000 Inserting System Terms

Certain provisions which apply if the County purchases, leases or rents a DI2000 inserting system and if the County purchases a service plan for it provisions are set forth at [pitneybowes.com/us/di2000-terms.html](https://www.pitneybowes.com/us/di2000-terms.html) and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

37. PBBackup and PC-Backup Service Terms

Certain provisions which apply if the County utilizes the PBBackup or PC-Backup services are set forth at [pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html](https://www.pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html) and are incorporated by reference.

38. Lockers

If the County is acquiring lockers, the County's Order may include on-demand subscription services and a statement of work. PBI is not responsible for the contents of the lockers. If PBI provides on-site service, one of the County's employees must accompany PBI's service technician at all times during the service. The County is solely responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers. The County must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance.

39. AddressRight® Printers

Certain provisions which apply if the County purchases, leases or rents an AddressRight Printer are set forth at [pitneybowes.com/us/addressrightprinter-terms.html](https://www.pitneybowes.com/us/addressrightprinter-terms.html) and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

40. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024. By entering into this agreement the County acknowledges the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and the County will not be able to meter County mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

41. PitneyShip™ Cube

Certain provisions which apply if the County purchases a service plan for PitneyShip Cube which are set forth at [pitneybowes.com/us/pitneyshipcube-service-terms](https://www.pitneybowes.com/us/pitneyshipcube-service-terms) and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

ADDITIONAL TERMS

41. 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 CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NEW YORK 10011, shall be deemed good and sufficient service.

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

42. Standard Oneida County Terms and Conditions

The Parties agree that the County requires certain County Terms and Conditions as part of this Lease. Addendum 1 contains those County Terms and Conditions.

43. Entire Agreement

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum 1 (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.

Agreed to and accepted:

The County of Oneida

By: _____

Name: _____

Title: _____

Date: _____

Pitney Bowes Global Financial Services LLC

Roger Donohue
By: _____

Name: Roger Donohue

Title: Operations Manager

Date: April 26, 2024

ADDENDUM 1 --STANDARD ONEIDA COUNTY CONDITIONS

This Addendum 1 adds additional terms to the County of Oneida State of Local Fair Market Value Lease Agreement dated April ___, 2024, 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. Reserved.
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. For the avoidance of doubt, the County acknowledges that this Section 2 does not apply to Contractor and the services provided under the Contract.

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. To Contractor's knowledge, 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).

800 Utica Park Avenue, Utica, New York

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.

The County acknowledges and agrees that this Section 4 does not apply to the services provided under the 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

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

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.

The County acknowledges and agrees that this Section 8 does not apply to the services provided under the Contract.

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.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to the invoicing under this Contract (hereinafter, collectively, “the Records”). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. During the term of this Contract, the County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, shall have access to the Records upon seven (7) days prior written notice, during non-disruptive times 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 of the Records. The County shall keep the Records confidential using the same standard used for the County’s records and shall take reasonable steps to protect from public disclosure of any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the “Statute”). 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) Disclosure of payee's Federal employer identification number 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 payee's Federal employer identification number 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.

The County acknowledges and agrees that this Section 14 does not apply to the products provided under the Lease.

15. INFORMATION SECURITY BREACH AND NOTIFICATION.

The Contractor shall notify the County of any actual Information Security Breaches directly impacting County's personal and private data (as defined in Contractor's Data and Privacy Protection Policy) in accordance with Contractor's Incident Response Policy.

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

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 at its own expense shall have the right at any time during the term of this Contract and not exceeding one audit or examination in any twelve (12) month period and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any reasonable 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. The Contractor shall maintain all records required by this paragraph for 6 years after the date this agreement is terminated or ends.

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. **EXHIBIT A**
State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

ON-PREMISE SOFTWARE LICENSE AGREEMENT

(Last modified July 6, 2022)

Thank you for choosing our on-premise software product(s) (the "Licensed Products") listed in your order form ("Order").

We'll start with the basics, including a few definitions that should help you understand this agreement. This is an agreement between the entity identified on the Order ("you" or "your") and Pitney Bowes Inc. ("we", "us" or "our"). During the Term (defined in Section 1(a)), we will provide the Licensed Products listed in the Order, and which may be further defined in a Statement of Work referencing these terms ("SOW"). The Order, these terms and the SOW(s) are referred to collectively as this "Agreement". In the event of a conflict between the Order, these terms and the SOW(s), these terms will control, followed by the Order then the SOW. This Agreement affects your rights and contains warranty disclaimer and binding arbitration provisions.

1. License

a) The Licensed Products and all related materials are proprietary to us and our licensors and suppliers. As long as you comply with the terms of this Agreement, we will grant a limited, non-exclusive, non-transferable, license to access and use the Licensed Products during the Term. The "Term" is: (i) perpetual in the case of a Purchase Agreement Order; or (ii) the term of the lease subject to a Lease Agreement Order. We are not selling the Licensed Products to you and, other than the license we are granting, we reserve all rights to the Licensed Products not expressly granted in this Agreement.

b) You are authorized to install and use the Licensed Products on a Computer, or hardware provided by us, in each case with User access as defined in the Documentation (defined in Section 2(c)) or applicable SOW. "Computer" means the server or server configuration or load balanced application servers, terminal or computer identified in an Order or SOW on which the Licensed Products are authorized to be installed and used. "User" means an individual authorized by you to use the Licensed Products under an Order or SOW regardless of whether the individual is actively using the Licensed Products at any given time.

2. Use of Licensed Products

a) You agree that you will use the Licensed Products and any data generated from the Licensed Products only for business purposes and not for personal, family or household purposes. The Licensed Products include any enhancements, updates, upgrades, modifications, new releases and corrective programming to the Licensed Products or Documentation that are provided as part of software maintenance ("Enhancements"). The Licensed Products will be installed and used only at the location described in an Order or any other location as to which we have consented to the transfer of the Licensed Products in accordance with Section 2(b) ("Installation Site") and only on the hardware provided by us or the Computer described in an Order or SOW. Remote access to the Licensed Products directly or indirectly through a server, the Internet, independent software application or otherwise to your computer from locations other than your Installation Site, and use of the Licensed Products to perform services for any third parties, including your affiliates, are prohibited. Additional terms of authorized use will be described in your Order or SOW and may include, among other things, limitations on: (i) the number of Users; and (ii) the number of transactions processed or individual data records accessed using the Licensed Products. Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the number of licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of User licenses purchased.

b) If the Licensed Product is for a designated Computer, you do not need our consent to transfer the Licensed Product from one computer system to another at the Installation Site. However, you need our consent if you wish to transfer the Licensed Product to another location. After obtaining our consent to a transfer to another location, you will certify to us in writing that all copies of the Licensed Product at the prior location were either transferred to the new location or destroyed.

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

c) You may make a reasonable number of copies of the Licensed Products and Documentation solely for back-up or disaster recovery purposes. "Documentation" means the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time to incorporate Enhancements. You must reproduce all copyright, trademark, trade secret and other proprietary notices in your copies. The back-up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer where the Licensed Products are installed becomes inoperative, those copies cannot be used for recovery production or testing concurrently with the production or testing copies of the Licensed Products. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer utilizing the same operating system.

d) Upon prior written notice to us, you may permit a third party contractor to access and use the Licensed Products solely for your benefit, so long as: (i) the contractor agrees to comply fully with all terms and conditions of this Agreement; (ii) you remain responsible for the contractor's compliance with this Agreement and any breach; (iii) any User limitation includes User licenses allocated to contractors; and (iv) the contractor is not a competitor of ours. All rights granted to any contractor under this Agreement terminate immediately upon termination or expiry of this Agreement. Upon termination of such rights, the contractor must immediately cease all use, un-install and destroy all copies of the Licensed Products and Documentation, and must certify in writing its compliance with this Section upon our request.

3. General Use Restrictions

a) For the Licensed Products, you will not: (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Licensed Products, Documentation or confidential or proprietary information to or for any other parties; (iii) use the Licensed Products to modify or reproduce third party material unless you have the legal right to do so; (iv) attempt to unlock or bypass any initialization system, encryption methods or copy protection device in the Licensed Products; (v) alter, remove or obscure any patent, copyright or trademark notice in the Licensed Products or Documentation; (vi) reverse engineer, decompile or disassemble or remove functions of the Licensed Products or any portion of them; (vii) make copies of the Licensed Products or Documentation, except as authorized in Section 2(c); (viii) modify, alter or change the Licensed Products; (ix) use components of a Licensed Product independent of the Licensed Products they comprise; or (x) extract any data from the Licensed Product and use such data for any purpose other than for your use of the Licensed Product.

b) You will not use the Licensed Products in the operation of a time-sharing or service bureau arrangement or as an application service provider. You will not allow access to the Licensed Products through any other means than those indicated in the Order or in any SOW.

4. Fees; Payment Terms

a) You will pay the fees for the Licensed Products, maintenance, training and any other fees described in an Order (which may include financing provisions). All fees and any applicable taxes are due and payable within 30 days from the date of our invoice. You will pay a late charge of 1.5% per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

b) The fees do not include any amount for taxes. You will pay all sales, use, property, excise and other taxes imposed with respect to the products and/or services. If any sales, use, excise or other taxes (except for taxes based on our net income) are required to be collected, we will itemize them on invoices issued in connection with an Order.

c) If the number of locations or the number of Users or Computer systems exceeds what is permitted by and/or paid for under an Order, we may charge you for the appropriate license and software maintenance fees based on the excess and at the applicable rates then in effect.

5. Indemnity and Procedures

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

a) Subject to Section 5(c), we will indemnify and hold you harmless from all losses, damages, and reasonable costs and expenses arising out of a claim by a third party that the Licensed Products infringe or misappropriate any copyright, trade secret, trademark or patent. We will have no obligation to indemnify, defend and hold you harmless for any claim or suit that is based on Third Party Content (defined in Section 10) except to the extent that our licensor's or suppliers of such Third Party Content have indemnified us.

b) If the Licensed Products are subject to a claim of infringement or misappropriation, or if we reasonably believe that the Licensed Products may be subject to a claim, we will at our option either: (i) replace the Licensed Products with functionally equivalent software; (ii) modify the Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to you the right to continue to use the Licensed Products; or (iv) if (i), (ii) or (iii) are not commercially reasonable, we will notify you to terminate use of the Licensed Products. If we direct you to terminate use (or a permanent injunction is issued against such use), you will immediately do so and your remedies, in addition to this indemnity, will be limited to a pro rata refund of the current maintenance fees unused at the time of termination plus license fees previously paid for the Licensed Products that are subject to the infringement or misappropriation claim based on: (1) a term of 60 months following execution of the applicable Order for a perpetual license; or (2) any pre-paid but unused fees for the balance of a term license. If your Order is a lease and we direct you to terminate use of the Licensed Products, after the effective date of termination we will release you from your payment obligations with respect to the license and software maintenance fees for the Licensed Products included in your payments under the lease due after the effective date of termination.

c) We will have no obligation to indemnify you if the infringement or misappropriation results from your: (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with software products which are not ours; (iii) use of the Licensed Products in breach of this Agreement; or (iv) use of other than the most current release of the Licensed Products if a claim of infringement or misappropriation could have been avoided by your use of the current release of the Licensed Products, provided we delivered the superseding version to you and notified you of the need to use it.

d) You will indemnify, defend and hold us harmless from all claims and suits (including reasonable attorneys fees) against us by a third party based on: (i) any event described in Section 7(c) Warranty/Disclaimers that would cause the warranty in this Agreement to be inapplicable; or (ii) use of a release of the Licensed Products that is not the most current release made available to you to the extent that a claim or suit could have been avoided or mitigated by your use of the most current release.

e) You or we (the "Indemnified Party") will give the other (the "Indemnifying Party") prompt written notice of any matter with respect to which the Indemnified Party intends to seek indemnification under this Agreement (a "Claim"), provided, that the failure or delay in providing notice will not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Party except to the extent that the failure or delay prejudices the defense of any Claim. The Indemnifying Party may, at its election, conduct and control the defense of the Claim with counsel selected by it, subject to the Indemnified Party's consent, not to be unreasonably withheld or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in investigating and/or contesting any Claim. No compromise or settlement of the Claim may be effected by the Indemnifying Party without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed.

6. Software Maintenance; Training

a) We will provide software maintenance in accordance with the terms you will find at <https://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-serviceterms.html>

b) We will provide product training as specified in an Order or SOW.

7. Warranty; Disclaimers

a) We represent and warrant that during the Warranty Period the Licensed Products will conform to all substantial operational functions of the Licensed Products described in the Documentation or in the State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

applicable SOW. Except as set out in any Product Terms, the "Warranty Period" is 90 days from the date the Licensed Product is delivered to you. If the Licensed Products do not conform during the Warranty Period, we will, at our option: (i) repair or replace the Licensed Product; or (ii) refund the license and software maintenance fee for the non-conforming Licensed Product. If the Licensed Product is subject to a lease, we will refund payments made for the license and software maintenance fee and secure a release from future payments of the license and software maintenance fee under the lease. In the case of clause (ii), this Agreement will be terminated as it applies to the relevant Licensed Product.

b) If we supply carrier rate information ("Rate Information") to you in connection with this Agreement, the media upon which the Rate Information is supplied are warranted to be free from defects for a period of 90 days after installation. Your sole remedy for breach of this warranty will be replacement of the Rate Information media. We do not warrant that the Rate Information itself is accurate. We will have no liability for any damages you may incur as a result of your use of the Rate Information.

(c) There is no warranty if the Licensed Products failed to perform because of your use of the Licensed Products in a manner not authorized by this Agreement or for a purpose other than the ordinary purpose for which it is designed. The warranty does not apply if the Licensed Products have been altered, modified, converted or repaired by anyone other than us.

(d) EXCEPT AS EXPRESSED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSED PRODUCTS, DOCUMENTATION, SOFTWARE MAINTENANCE AND OTHER SERVICES ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS, RELIABILITY, PERFORMANCE AND NON-INFRINGEMENT OR ANY INFORMATION GENERATED BY YOUR USE OF THE LICENSED PRODUCTS OR DOCUMENTATION. WE MAKE NO WARRANTY THAT THE LICENSED PRODUCTS WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS, WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OR FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY YOU OR ANY THIRD PARTY, OR THAT ANY DEFECT IS CORRECTABLE.

8. Limitation of Liability

A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE LICENSED PRODUCTS AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE LICENSED PRODUCTS IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US FOR THE LICENSED PRODUCTS FOR THE PREVIOUS BILLING PERIOD.

B) WE WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

9. Term; Termination

a) The Term of this Agreement begins on the date you sign an Order and will remain in effect for the Term of the Licensed Products.

b) A party may terminate this Agreement if the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after receipt of written notice of the breach, or if either party becomes insolvent or files for bankruptcy.

c) We may terminate this Agreement under Section 5(b).

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

d) We can terminate immediately by giving notice to you, without opportunity to cure, if you breach Sections 3 General Use Restrictions, 14(e) export terms, or the Carrier Agreements.

e) Upon termination or expiry of this Agreement, you will stop using the Licensed Products and you will irretrievably delete and/or remove them from your Computer systems and, if not deleted and/or removed, return the Licensed Products and Documentation together with all copies to us; and you will certify compliance with this Section in writing.

f) You acknowledge that any breach of your obligations under this Agreement with respect to our or a third party's proprietary rights or confidential information will cause us and/or the third party irreparable injury for which there exists no adequate remedies at law, and therefore we will be entitled to injunctive relief, without posting any bond, in addition to all other remedies provided in this Agreement or available at law.

g) Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including Sections 1(a) proprietary rights, 3, 5, 7, 8, 9(f) and (g), and 14, shall remain in full force and effect.

10. Third Party Content; Regulated Functionality

a) Various third party software and other documentation ("Third Party Content") may have been incorporated into the Licensed Products by us under permission from our licensors and suppliers. The United States Postal Service ("USPS") or other governmental bodies may regulate certain functionality of the Licensed Products. Special terms and conditions applicable to the Third Party Content are included in separate carrier agreements available to you as click through agreements ("Carrier Agreements"), and you agree to comply with such terms and conditions. Any terms and conditions in the Carrier Agreements that are inconsistent with, or in addition to this Agreement will control with respect to the Third Party Content or its functionality. If, from time to time, the Carrier Agreements are amended, we will provide you the revised portions to reflect, (a) changes in our arrangements with our licensors or suppliers for Third-Party Content, or (b) regulatory requirements. If the Licensed Products perform an address validation function, license terms applicable to use of the USPS data related to such function are found at <http://www.pb.com/license-terms-of-use/usps-terms.html> and are incorporated in this Agreement by reference.

b) If our license to any Third Party Content terminates, you agree: (i) that this Agreement and all other agreements with us or any of our affiliates and you (e.g., equipment) will remain in full force and effect in accordance with their terms; (ii) upon our written request, to discontinue use of, and/or return the terminated Third Party Content; and (iii) in the event of such request for discontinuance, we will have no further obligation to you with respect to the Third Party Content.

c) You will be solely responsible for: (i) entering into your own arrangements with third parties, including carriers, for software functionality not provided by us as part of the Licensed Products; and (ii) payment of all fees for third-party software not expressly included in the License fee paid under the Order, including fees associated with your operating environment.

11. Force Majeure

Except for a party's payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control.

12. Assignment

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity at our discretion.

13. Use of Information; Data; Publicity

a) We may collect and use information you provide to us or we obtain or which is derived from your use of the Licensed Products (including shipping information) or software maintenance and other services for the Licensed Products; provided that such information will be used for our internal purposes related to

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

systems analysis and research, customer segmentation and/or the manner or method in which we conduct business with our customers.

b) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the services through the Licensed Products and as provided in our Privacy Statement at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.

c) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, information, feedback, suggestions, and written materials provided to us related to your use of the Licensed Products.

d) You will ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Licensed Products.

e) You agree that we can use your name in our client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.

14. General

a) If you or we do not immediately take action on a violation of this Agreement, we are not giving up any rights under this Agreement, and we may still take action at a later point.

b) Notices under this Agreement will be effective: (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier or delivered in person to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at www.pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

c) If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be severed from this Agreement and the other provisions will remain in full force and effect.

d) If physical delivery of the Licensed Products is required, delivery will be FOB point of origin. We may, to the extent available, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or permit you to download the Licensed Products, Enhancements or key codes from our website.

e) You agree: (i) to comply with all U.S. export control laws and regulations; (ii) not to export, re-export, or provide the Licensed Products to any destination or to any person if prohibited by any U.S. law or regulation; and (iii) to immediately notify us in writing if you or one of your affiliates is or becomes listed in any Denied Parties List or if you or any of your affiliates export privileges are denied, suspended or revoked by any U.S. Government entity.

f) Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party and neither party will hold itself out as such.

15. Choice of Law; Arbitration; WAIVER OF JURY TRIAL

a) This Agreement is governed by the laws of the State of Delaware.

b) If we file an action against you claiming you breached this Agreement and we prevail, we will be entitled to recover reasonable attorneys' fees.

c) ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 1 YEAR FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED. ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED EXCLUSIVELY BY INDIVIDUAL BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT. Neither party will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses; and (ii) any dispute involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

d) This Section 15 will survive any termination of this Agreement or an Order indefinitely.

16. Verification

With 10 days' written notice to you, we or our designated third party may verify your compliance with this Agreement at all locations and for all environments in which you use the Licensed Products. The verification will take place no more than one time per twelve-month period during normal business hours in a manner that minimizes disruption to your work environment. We may use an independent third party under obligations of confidentiality to provide assistance. We will notify you in writing if any such verification indicates that you have used the Licensed Products in excess of the use authorized by this Agreement. You agree to enter into an additional Order and pay all associated fees directly to us for the charges that we specify, including: (i) any excess use; (ii) maintenance and/or subscription fees for the excess use for the duration of such excess; and (iii) any additional charges determined as a result of the verification.

17. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Licensed Products by the Government constitutes acknowledgment of our proprietary rights in the Licensed Products and such Licensed Products will be: (i) deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such Licensed Products and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to "RESTRICTED RIGHTS", as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

18. Entire Agreement

This Agreement is the entire agreement between us and supersedes all prior written or verbal agreements, proposals, understandings and discussions. We will not be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. This Agreement cannot be modified unless agreed to by both you and us in writing.

EXHIBIT B
ON-DEMAND SOFTWARE LICENSE AGREEMENT

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to [contact us](#).

We'll start with the basics, including a few definitions that should help you understand this agreement. This On-Demand Subscription Services Agreement (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). This Agreement will only apply if the on-demand subscription services identified in your order form (the "Order") are not covered by one or more separate On-Demand Subscription Services Agreements. Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific terms applicable to certain of the Services ("Product Terms") can be found at www.pitneybowes.com/us/sendtech-terms/on-demand-subscription-services-product-terms.html and are incorporated into this Agreement.

1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with this Agreement.

2. Use of the Service

a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, number of locations, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We reserve all rights to the Services not expressly granted to you in this Agreement.

b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.

c) You won't use the Services for or make the Services available to any third party. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any

network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

d) If you are delivered software for on premise installation as part of the Service ("Software") the following additional terms apply: You won't (i) reverse engineer, decompile or disassemble the Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.

e) If you do not comply with this Section 2, you will be in material breach of this Agreement, and we will have the right to immediately terminate your use of the Services.

3. Term and Termination; Suspension

a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect until the Order terminates.

b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days' notice to us.

c) We may at any time without notice: i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.

e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

4. Changes

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement and the fees charged for using the Services by posting revised terms and/or fees on the Sites and/or by sending an email to the last email address you gave to us; provided, however, that if the Order includes the lease of equipment, no change to the fees will be effective prior to the end of the term of the lease of such equipment. The new terms and new fees will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the Services after any such

changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the Services affected immediately.

5. Account and Password

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will

immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

7. Fees; Payment Terms

a) You will pay the fees for the use of the Services which are posted on the Sites or described in an Order or SOW, and may be changed from time to time, unless specified as conditions of a subscription type. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

b) We will automatically charge your payment source the cost of your subscription at the beginning of each Billing Period. Please note that we may receive updated billing information regarding your credit card account or other payment source and you consent to our receiving such updates.

8. Personal Information

If any of the Services collects or stores individually identifiable personal information, then we will comply with our privacy statement located at <http://www.pitneybowes.com/us/legal/privacy-statement.html> as it may be updated by us from time to time (the "Privacy Statement").

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data

a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in our Privacy Statement. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Statement.

b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.

c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

11. Product Support

As part of your access to the Services, we will provide you with product support in accordance with the terms you will find at: <https://www.pitneybowes.com/us/sendtech-on-demand-subscription-services/product-support-terms.html>.

12. LIMITATION OF LIABILITY

a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD.

b) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

13. INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING IN ANY WAY FROM YOUR USE OF THE SERVICE OR RELATED TO ANY BREACH OF THIS AGREEMENT BY YOU OR ANY USER AUTHORIZED BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE. THIS SECTION 13 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.

14. SERVICE AVAILABILITY; DISCLAIMERS

a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

b) EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.

15. Third Party Sites and Data

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any

State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

concerns regarding such links or the content located there. If the Services perform an address validation function, license terms applicable to use of the USPS data related to such function are found at <http://www.pb.com/license-terms-of-use/usps-terms.html> and are incorporated in this Agreement by reference.

16. Compliance with Laws

Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

You represent and warrant that you have maintained and will maintain any and all certifications, licenses or other authorizations necessary or proper in furtherance of your use of the Service, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials, if applicable.

USPS Regulations

If you use the Service to print postage or send parcels, letters, and flats ("Packages") with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C.

1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted to us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of such Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

17. Assignments

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity at our discretion.

18. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) State and Local FMV Lease Agreement (Version 7/23) SFDC No.36297/Oneida County/Final/Nicole Ferri/4-25-2024

deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to "RESTRICTED RIGHTS," as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

19. Choice of Law; Arbitration; WAIVER OF JURY TRIAL

a) This Agreement will be governed by the laws of the State of Delaware without regard to its principals of conflict of laws.

b) If we file an action against you claiming you breached this Agreement and we prevail, we will be entitled to recover reasonable attorneys' fees.

c) **ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 1 YEAR FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED. ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED EXCLUSIVELY BY INDIVIDUAL BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT.** Neither party will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses; and (ii) any dispute involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

d) This Section 19 will survive any termination of this Agreement or an Order indefinitely.

20. Force Majeure

Except for a party's payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power disruptions, and any disruption of internet service not caused by us.

21. Notices

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under "how to create a case").

22. Independent Contractor

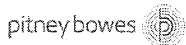
Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party will hold itself out as such.

23. Miscellaneous

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point. Each party will also keep confidential the terms and conditions of the Agreement and the SOW(s).

EXHIBIT C
EXECUTED ORDER

ADDENDUM "C"



State and Local Fair Market Value Lease

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)	
COUNTY OF ONEIDA CENTRAL SERVICES			156000460	
Sold-To: Address				
800 PARK AVEFI B-1, UTICA, NY, 13501-2939, US				
Sold-To: Contact Name		Sold-To: Contact Phone #	Sold-To: Account #	
Shelley Nowak		(315) 798-5884	0010019148	
Bill-To: Address				
800 PARK AVEFI B-1, UTICA, NY, 13501-2939, US				
Bill-To: Contact Name		Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Shelley Nowak		(315) 798-5884	0010019148	snowak@ocgov.net
Ship-To: Address				
800 PARK AVEFI B-1, UTICA, NY, 13501-2939, US				
Ship-To: Contact Name		Ship-To: Contact Phone #	Ship-To: Account #	
Shelley Nowak		(315) 798-5884	0010019148	
PO #				

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWX	15lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAYL	Cost Acctg Accounts Level (500)
1	APKG	SendPro P SendPro 360 Ship Access
1	APSJ	Connect+ 270 LPM Speed
1	CAACL	Premium Cost Acctg for SP MailCenter
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBD	MailCenter 3000
1	HVPS	MailCenter Power Stacker
1	M9SS	Mailstream IntelliLink Services 2
1	ME1D	Meter Equipment - P Series, HV
1	MW90147	Wireless Keyboard

1	MW92705	MailCenter 15in Display
1	SJM3	SoftGuard for SendPro P3000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SYAB3	Analytics - 2 Products
1	SHIPPING360	Shipping 360
1	DATARETAIN-SND0	Data Retain Sending 0
1	OVERAGEVOL1	Overage Volume Band 1 - \$0.15 Per Piece
1	PS-PRO-D	PS Pro - 1000 Transactions Per Month
2	PSHIP01	PitneyShip Mid-Vol Thermal Label Printer
	PSP-S-CA	PitneyShip Pro Carrier Setup Assistance
	PSP-S-DA	PitneyShip Pro Data Assistance
1	PSP-T7WE	Tethered Wedge Scanner
1	PSP30	Scale, 100lb Tabletop Scale
	PT-S-PSB	PitneyTrack Implementation - Level B
1	PTI21SSCEA	PTI21 Single Slot Cradle Charger w ethnt
1	PTITAMFI	Inbound Tracking Assistant WiFi
1	PTIWWEDSCN	PTI Wireless Wedge Scanner
1	PTIX	PitneyTrack Inbound
1	PTNY-TRACK	PitneyTrack
	SPS1	PitneyShip Pro Implementation - Level B
1	STDSLA	Standard SLA-Equipment Service Agreement (for Shipping 360)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 1,754.27	\$ 5,262.81

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, the parties agree that this agreement is made subject to the Lease between County of Oneida Central and PBGFS dated April 25, 2024 and the same is incorporated by reference. You acknowledge that you may not cancel the lease for any reason and that all payment obligations are unconditional. The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

Not Applicable _____
State/Entity's Contract# _____

Lessee Signature

Print Name

Title

Date

Email Address

Roger Donohue

Pitney Bowes Signature

Roger Donohue

Print Name

Operations Manager

Title

Date April 26, 2024

Sales Information

Ernest Jeneault _____ ernest.jeneault@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

ADDENDUM 1 --STANDARD ONEIDA COUNTY CONDITIONS

This Addendum 1 adds additional terms to the County of Oneida State of Local Fair Market Value Lease Agreement dated April ____, 2024, 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. Reserved.
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. For the avoidance of doubt, the County acknowledges that this Section 2 does not apply to Contractor and the services provided under the Contract.

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. To Contractor's knowledge, 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).

800 Utica Park Avenue, Utica, New York

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)
When applicable to the services provided pursuant to the Contract:

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

- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.

- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

The County acknowledges and agrees that this Section 4 does not apply to the services provided under the 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.

The County acknowledges and agrees that this Section 8 does not apply to the services provided under the Contract.

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.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to the invoicing under this Contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. During the term of this Contract, the County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, shall have access to the Records upon seven (7) days prior written notice, during non-disruptive times 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 of the Records. The County shall keep the Records confidential using the same standard used for the County's records and shall take reasonable steps to protect from public disclosure of any of the Records which are exempt from disclosure under Section 87 of the Public Officers

Law (the "Statute"). 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) Disclosure of payee's Federal employer identification number 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 payee's Federal employer identification number 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.

The County acknowledges and agrees that this Section 14 does not apply to the products provided under the Lease.

15. INFORMATION SECURITY BREACH AND NOTIFICATION.

The Contractor shall notify the County of any actual Information Security Breaches directly impacting County's personal and private data (as defined in Contractor's Data and Privacy Protection Policy) in accordance with Contractor's Incident Response Policy.

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 at its own expense shall have the right at any time during the term of this Contract and not exceeding one audit or examination in any twelve (12) month period and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply

with any reasonable 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. The Contractor shall maintain all records required by this paragraph for 6 years after the date this agreement is terminated or ends.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

- ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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



ONEIDA COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY
 Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, NY 13501

ANTHONY J. PICENTE JR.
 County Executive

CRISTOPHER THIESEN
 Director

May 15, 2024

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

FN 20 24-257

GOVERNMENT OPERATIONS

Dear County Executive Picente:

WAYS & MEANS

As you are aware, cybersecurity continues to be mission critical to Oneida County's ability to service its residents. Over the past five years, we have partnered with Anjolen Inc. as our strategic partner in cybersecurity. The current contract has expired, and as a result the Department of Information Technology issued a competitive Request for Proposals (RFP 2024-380).

There was a tremendous response to this RFP with 29 responses received. After extensive review, we have determined it is in the County's interest, to award two agreements for these services, one to Anjolen Inc. and the other to M.A. Polce Consulting, Inc.

Having two vendors will give the Information Technology Department the flexibility to choose the best services offered between both providers. It will also allow for a system of checks and balances that will ensure Oneida County's cyber defenses are positioned to defend against the ever-changing threat landscape.

Enclosed, please find an agreement with Anjolen Inc. to provide cybersecurity Services to the County. The initial agreement is for a term of three years, with up to two renewal terms of one year each. The agreement does not state a maximum price, because although the Department intends to spend up to \$500,000.00 annually for cybersecurity services—for a total of up to \$2,500,000.00 over five years—the Department cannot predict at this time how much of that annual total will be allocated to services provided by Anjolen Inc. and how much will be allocated to M.A. Polce Consulting, Inc.

The Board of Acquisition and Contract has approved of this agreement. If it meets with your approval, I respectfully ask that you forward it to the Board of Legislators for its consideration.

Respectfully submitted,

Christopher Thiesen
 Information Technology

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

 Anthony J. Picente, Jr.
 County Executive
 Date 5-16-24

Oneida Co. Department: Information Technology

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Anjolen Inc.
287 Genesee Street, Suite 103
Utica, New York 13501

Title of Activity or Service: Cyber Security Services

Proposed Dates of Operation: Execution – Three Years
First Renewal – Fourth Year
Second Renewal – Fifth Year

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Pursuant to this agreement, Anjolen Inc. will provide cybersecurity services to Oneida County at its locations throughout the County. The Department of Information technology seeks to retain two vendors for such services, Anjolen Inc. and M.A. Polce Consulting, Inc.
- 2) **Program/Service Objectives and Outcomes:** This agreement will allow Anjolen Inc. to provide reliable cybersecurity services and protection to our backup center.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$2,500,000.00 (\$500,000.00 per year)

Account #A 1610 1610.416-100

Oneida County Dept. Funding Recommendation: \$2,500,000.00 (\$500,000.00 per year)

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

Cost Per Client Served: N/A

Past Performance Data: Anjolen Inc. is one of the current cybersecurity vendors for Oneida County and the County is pleased with its performance.

O.C. Department Staff Comments: The Department intends to execute contracts with both Anjolen and M.A. Polce Consulting, Inc. to provide Cyber Security Services. The total amount spent for both contracts will not exceed \$500,000.00 per year.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), effective upon the date of its full execution (“Effective Date”), is by and between the County of Oneida (“County”), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York, and Anjolen Inc. (“Anjolen”), a New York domestic business corporation with its principal place of business at 287 Genesee Street, Suite 103, Utica, New York 13501. The County and Anjolen are each a “Party,” and together, the “Parties.”

RECITALS

WHEREAS, the County has extensive information technology (“IT”) facilities and networks, and issued Request for Proposals No. 2024-380 (“RFP”) seeking proposals from qualified firms to provide the County with cybersecurity consulting services, and a copy of the RFP is annexed as Exhibit B; and

WHEREAS, Anjolen responded to the RFP and offered to provide the services, as more fully described in its response (with cost proposal) to the RFP (the “Proposal”), and a copy of the Proposal is annexed as Exhibit C; and

WHEREAS, the County wishes to hire Anjolen to provide cybersecurity consulting services and Anjolen wishes to perform such services in exchange for the payments described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. THE SERVICES.

1.1. Upon authorization by the County, Anjolen shall provide the County with any or all of the following cybersecurity consulting services, as more fully described in the RFP and Proposal (collectively, the “Services”):

1.1.1 Annual External Vulnerability Assessment/Penetration Test. Anjolen will perform an annual external vulnerability assessment/penetration test of the County’s IT facilities and networks, as described more fully in the Scope of Work section of the Proposal.

1.1.2 Annual Internal Vulnerability Assessment/Penetration Test. Anjolen will perform an annual internal vulnerability assessment/penetration test of the County’s IT facilities and networks, as described more fully in the Scope of Work section of the Proposal.

1.1.3 Annual Social Engineering Testing. Anjolen will perform annual social engineering testing on the County’s users as described more fully in the Scope of Work section of the Proposal.

- 1.1.4 Annual Cyber Training. Anjolen will provide online or onsite cybersecurity training to all County employees on an annual basis, as described more fully in the Scope of Work section of the Proposal.
- 1.1.5 Cybersecurity Awareness Campaign. Anjolen will conduct a cybersecurity awareness campaign for the County, as described more fully in the Scope of Work section of the Proposal.
- 1.1.6 Incident Response. Anjolen will perform the following incident response Services:
 - 1.1.1.6. Anjolen will conduct an annual review of the County's incident response plan.
 - 2.1.1.6. Anjolen will provide the County with access to its best-practices for digital evidence collection materials.
 - 3.1.1.6. Anjolen will provide one hundred ten (110) hours of anytime service for each year of this Agreement. If these hours are exhausted in any year, Anjolen will provide anytime service for the additional fees identified in its Proposal.
- 1.1.7 Quarterly Incident Response Tabletop Exercise. For each year of this Agreement, Anjolen will provide four (4) quarterly incident response tabletop exercises, as described more fully in the Scope of Work section of the Proposal.
- 1.1.8 Digital Forensics Exams. Anjolen will provide digital forensic examination services of identified devices, as described more fully in the Scope of Work section of the Proposal.
- 1.1.9 Policy & Procedure Review & Development. Anjolen will review and develop the County's IT related policies and procedures, as described more fully in the Scope of Work section of the Proposal.
- 1.1.10 Virtual Chief Information Security Officer (VCISO). Anjolen will provide the County with a virtual Chief Information Security Officer to assist the County on an as-needed basis, as described more fully in the Scope of Work section of the Proposal.
- 1.1.11 Cybersecurity Technician. Anjolen will provide the County with a cybersecurity technician to assist the County with cybersecurity efforts, as described more fully in the Scope of Work section of the Proposal.
- 1.1.12 Risk Assessment. Anjolen will conduct risk assessments to evaluate the County's cybersecurity controls, as described more fully in the Scope of Work section of the Proposal.
- 1.1.13 Physical Security Assessment. Anjolen will conduct physical security assessments of up to ten (10) County locations, as described more fully in

the Scope of Work section of the Proposal.

- 1.1.14 Wireless Network Security Test. Anjolen will conduct wireless network security testing of the County's networks, as described more fully in the Scope of Work section of the Proposal.
 - 1.1.15 Vulnerability Management Services. Anjolen will provide vulnerability management services, as described more fully in the Scope of Work section of the Proposal.
 - 1.1.16 Office 365 Assessment. Anjolen will assess and evaluate the County's Microsoft Office 365 environment, as described more fully in the Scope of Work section of the Proposal.
 - 1.1.17 Onsite Information Security Analyst (ISA). Anjolen will provide the County an onsite information security analyst for up to 35 hours per week from the hours of 8:00 a.m. through 5:00 p.m., as described more fully in the Scope of Work section of the Proposal.
 - 1.1.18 Security Operations Center Services. Anjolen will provide security operations center services, as described more fully in the Scope of Work section of the Proposal.
 - 1.1.19 Additional Services. The Parties may agree for Anjolen to provide additional services by executing a statement of work ("SOW") in substantially the form annexed hereto as Exhibit D. Such additional services shall become a part of the Services.
2. ACCEPTABLE USE POLICY. Anjolen shall require all of its employees and agents who have access to the Oneida County networks or IT facilities to acknowledge and agree to the Oneida County Information Technology Acceptable Use Policy.
 3. TERM. The initial term of this Agreement shall commence upon the Effective Date and continue for three (3) years ("Initial Term"). The Parties may renew this Agreement for up to two (2) renewal terms of one (1) year each (each, a "Renewal Term").
 4. NON-EXCLUSIVE SERVICES. Anjolen expressly acknowledges that the County intends to use multiple vendors to provide cybersecurity services, and that Anjolen is not entitled to perform any of the Services unless specifically authorized by the County, it being the County's intention to select Anjolen and other vendors to provide cybersecurity services on an as-needed basis.
 5. PAYMENT. The County shall pay Anjolen as follows:
 - 5.1. For each Service requested and authorized by the County, the County shall pay Anjolen as set forth below. Where a payment is not described on a recurring basis (*i.e.*, annually or quarterly), it shall be paid only upon the actual performance of the Service upon authorization by the County and at such intervals as authorized by the County.

Service	Payment
Annual External Vulnerability Assessment/Penetration Test (up to 50 IPs)	\$9,700
Annual Internal Vulnerability Assessment/Penetration Test (up to 5,100 IPs)	\$50,910
Annual Social Engineering Testing (up to 1,500 targets)	\$22,500
Annual Cyber Training (up to 1,500 employees)	\$35,800
Cyber Awareness Campaign	\$10,190
Incident Response Retainer (110-hour of service for 1 year)	\$19,800
Onsite Quarterly Incident Response Tabletop Exercise (up to 15 individuals quarterly)	\$4,000/quarterly \$16,000/annually
Digital Forensics Exam (up to 150 hours annually)	\$26,250
Policy & Procedure Review & Development	\$3,800 for policy review. If new policies need to be created the cost is \$600 per policy.
Virtual Chief Information Security Officer (VCISO) (up to 100 hours annually)	\$15,000/annually
Cybersecurity Technician (up to 100 hours annually)	\$7,500
Risk Assessment	\$23,100
Onsite Physical Security Assessment (up to 10 locations)	\$21,750
Wireless Network Security Test	\$6,500
Vulnerability Management as a Service (VMaaS) -External Vulnerability Assessment – (up to 50 IPs) -Internal Vulnerability Assessment – (up to 5,000 IPs, up to one quarter of the IPs per week will be scanned)	\$15,800
Office 365 Assessment	\$6,000
Onsite Information Security Analyst (ISA) - (35 Hours/Week x \$75/Hour x 52 weeks)	\$136,500
Security Operations Center (SOC) Services	Per separate Statement of Work

- 5.2. Anjolen shall submit invoices to the County no later than the tenth day of each month detailing those Services provided in the previous month. The County shall pay Anjolen within 30 days of receipt of each such invoice, contingent upon audit and approval by the County's Department of Audit and Control and the County Comptroller.
- 5.3. If the County disputes any amount billed to it, then on or before the date the bill is payable the County shall identify the basis for the dispute and pay the amount of such invoice that is not in dispute. The Parties shall then attempt to resolve such dispute within thirty (30) days. If the Parties do not resolve such dispute within thirty (30) days, the County may notify Anjolen of a material breach of this Agreement as set forth in the Termination provision of this Agreement.

5.4. For work performed pursuant to a SOW, the County shall pay Anjolen such amount as agreed in the SOW.

6. REPRESENTATIONS & WARRANTIES.

6.1. From Anjolen. Anjolen represents and warrants that all Services will be performed in a professional and workmanlike manner and in accordance with this Agreement and industry standards, including without limitation those standards promulgated by the National Institute of Technology Standards, the International Organization for Standardization, the International Society of Automation, and Control Objectives for Information and Related Technologies. Anjolen shall further comply with all federal, state, and local laws and regulations concerning the protection of personally identifiable information, payment card industry data, and protected health information.

6.2. From Each Party. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7. INDEMNIFICATION. Anjolen will indemnify, hold harmless, and at the County's election defend, the County, its officers, agents, and employees from and against any and all claims, demands, actions, suits, proceedings, damages, liabilities, losses, settlements, judgments, whether or not involving a claim by a third party, including but not limited to reasonable attorneys' fees (collectively, "Claims") actually or allegedly arising, whether directly or indirectly, from or related to: (a) any violation of law or breach or default on the part of Anjolen in the performance of this Agreement, (b) any Claims arising out of an act or omission of Anjolen, its officers, agents, or employees in connection with this Agreement; and (c) any third-party Claims which arise out of, relate to, or result from this Agreement, except to the extent adjudged to have resulted solely from the negligence or willful misconduct of the County or its officers, employees, or agents.

8. INSURANCE.

8.1. Anjolen 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.

8.1.1 Commercial General Liability ("CGL") coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. 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. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance,

including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

- 8.1.2 Workers' Compensation and Employers Liability pursuant to statutory limits.
- 8.1.3 Business Automobile Liability coverage with limits of at least \$1,000,000 each accident. Business Automobile Liability must include liability arising out of all owned, leased, hired and non-owned automobiles.
- 8.1.4 Excess/Commercial Umbrella insurance of at least \$5,000,000. Umbrella coverage must include the County as an additional insured. Such coverage for the County shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- 8.1.5 Cyber Liability Insurance with limits not less than \$2,000,00 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Anjolen by this Agreement, including but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of Anjolen.
- 8.1.6 Professional Liability including errors & omissions coverage at limits of \$2,000,000 each occurrence and \$2,000,000 aggregate.
- 8.2. Waiver of Subrogation. Anjolen 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 the insurance policies maintained per the requirements stated above.
- 8.3. Prior to the Effective Date, Anjolen shall provide certificates of insurance to the County evidencing the foregoing policies. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of Anjolen's policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has

been given to the County.

9. TERMINATION.

- 9.1. Termination for Cause. Either Party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other Party first cures the breach.
- 9.2. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice to Anjolen.
- 9.3. Payment Upon Termination. On the effective date of any termination of this Agreement, the County will pay Anjolen only for those Services provided up to such date.

10. INDEPENDENT CONTRACTOR

- 10.1. Anjolen and its employees, agents, personnel, officers, and servants shall be independent contractors. They shall not be deemed employees of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. Anjolen covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of the County. The County and Anjolen shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding Anjolen's status as an independent contractor.
- 10.2. Payments to Anjolen shall be reported on IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. Anjolen shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Anjolen shall indemnify and hold County harmless from all loss or liability incurred by Anjolen as a result of Anjolen not making such payments or withholdings.

11. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one Party to this Agreement (the "Discloser") discloses to the other (the "Recipient"): (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; (c) any information contained in the County's files that is confidential pursuant to any applicable provisions of federal, state and local laws, rules and regulations, including, but not limited to, the New York State Public Health Law and Regulations, the New York State Social Services Law and Office of Children and Family Services rules and regulations, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and shall not be disclosed except as authorized by law; and (d) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential.

Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

- 11.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Section 10; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.
- 11.2. Injunction. The Recipient agrees that breach of this Section would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 11.3. Termination & Return. With respect to each item of Confidential Information, the obligations of this Section 10 will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.
- 11.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.
- 11.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
- 11.6. Immunity. An individual shall not be held criminally or civilly liable under any

federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

11.7. Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

12. HIPAA ASSURANCES. In the event Anjolen creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information (“PHI”) in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations (“HIPAA”) and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Anjolen shall:

12.1. Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

12.2. Not use or further disclose the PHI, except as permitted by law;

12.3. Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;

12.4. Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

12.5. Comply with each of the applicable requirements of 45 C.F.R. Part 162 if Anjolen conducts standard transactions for or on behalf of the County;

12.6. Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which Anjolen becomes aware;

12.7. Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained Anjolen’s obligations under this paragraph and agree to the same restrictions and conditions;

12.8. Make available PHI in accordance with the individual’s rights as required under the HIPAA regulations;

12.9. Account for PHI disclosures for up to the past six (6) years as requested by the

County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

- 12.10. Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and
- 12.11. Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.
- 12.12. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that Anjolen breaches any term in this Section. Alternatively, the County may give written notice to Anjolen in the event of a breach and give Anjolen five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to Anjolen if the County reasonably determines that Anjolen has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, Anjolen hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.
- 12.13. Upon the termination of this Agreement, unless otherwise directed by the County, Anjolen shall either return or destroy all PHI received from the County or created or received by Anjolen on behalf of the County in which Anjolen maintains in any form. Anjolen shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Anjolen determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Anjolen shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Anjolen to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Anjolen maintains such Protected Health Information.

13. ADDITIONAL TERMS AND CONDITIONS.

- 13.1. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the addresses first set forth above or to such other address as either Party may designate in writing.
- 13.2. Assignment & Successors. Anjolen may not convey, sub-contract, or assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this subsection, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 13.3. No Waiver. Neither Party will be deemed to have waived any of its rights under

this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

- 13.4. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of the State of New York without regard to its conflicts of laws principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York for all claims arising out of or related to this Agreement, including without limitation tort claims.
- 13.5. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.
- 13.6. 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 Exhibit A-Standard Oneida County Conditions, attached hereto.
- 13.7. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.
- 13.8. Advice of Counsel. Each party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.
- 13.9. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.
- 13.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

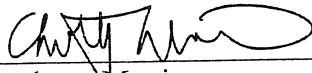
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have executed this Agreement.

County of Oneida

Anjolen Inc.

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

By:  _____
Anthony Martino
Chief Operating Officer

Date: _____

Date 05/11/2024

Approved

Andrew Dean, Esq.
Deputy County Attorney-Administration

EXHIBIT A

(Standard Oneida County Conditions)

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and Anjolen Inc. ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

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 (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible,

extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section

165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and

- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

EXHIBIT B

(Request for Proposals)

Request for Proposals

Proposals, subject to the conditions contained herein, will be received by Oneida County Information Technology until 3:00 pm, local time on Friday March 8, 2024, for:

Oneida County Cyber Security Services

RFP- # 2024-380

Proposals must be submitted to Tammie Sokolowski, Information Technology Project Manager by email at tsokolowski@ocgov.net. The subject line of the email must contain RFP number and title. Proposals received after the deadline will not be accepted.

Any questions concerning the RFP must be submitted in writing to ocsupport@ocgov.net by February 23, 2024.

Copies of the RFP may be examined at no expense at the department of Oneida County Information Technology, or downloaded from the Oneida County website at <https://ocgov.net/departments/purchasing/rfps/>

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

The County of Oneida, to promote its established Affirmative Action Plan, invites proposals from underrepresented groups. This Affirmative Action Policy regarding proposals and contracts applies to all persons without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

Chuck Klein
Director of Information Technology

Dated: February 14, 2024

Oneida County Information Technology, Cyber Security Services

RFP #2024-380

GENERAL INFORMATION

The County of Oneida, New York is seeking a cyber security consultant. The successful respondent shall support the County in the following ways:

- Perform security assessments of existing IT systems, personnel, and network infrastructure.
- Plan, design and manage vulnerability remediation projects.
- Recommend, design and implement IT security systems.
- Conduct cyber security training and awareness campaigns.
- Act as a consultant to the County on matters related to information security and data protection.
- Communicate and report service consumption and spend.
- Provide project and test outcomes in a timely and concise manner.
- Provide remediation options with risk ratings, for consideration.

The Information Technology department is the primary user of this service. Information Technology will leverage this service to support all County departments including Public Works, Emergency 911, the Sheriff's Office, and shared service municipalities, among others.

Oneida County has a staff of in-house IT technicians that perform routine tasks in support of desktop, mobile, server & network operations, and database applications. The goal of this RFP is to acquire a consultant that can provide advanced cyber security support, surge capacity for large efforts, and unique technical skills not available through the county workforce.

Oneida County operates two primary data centers and several secondary data centers, creating a private cloud environment. County network traffic from more than 30 physical locations in Utica, Rome, Oriskany, Barneveld and Taberg are routed through the County data centers for services that may include, but are not necessarily limited to, firewall protection, spam filtering, web filtering, email archiving, network storage and backup.

Network connections link over 30 separate facilities and over 150 mobile data users to the County Data Centers.

Data collected, stored, and processed by the County includes personally identifiable information (PII), electronic protected health information (ePHI) and others that may be protected by local, state and federal laws. In addition, the County operates numerous networks and systems that support critical government functions.

Those tending an offer are required to demonstrate past successful experiences in supporting customers of similar size and nature as Oneida County. The successful vendor will be required to comply with all applicable Oneida County policies; state, federal and local laws and provide evidence of general liability insurance, umbrella coverage, and cyber-liability insurance. It is anticipated that a 3- year contract will be awarded with two 1-year renewal options. Oneida County select vendors for interview, and upon making an award, will notify the chosen vendor.

Vendor Profile:

Vendors are asked to provide a description of their history and qualifications within the cybersecurity industry. Case studies of experience with government entities or others involved with sensitive data are welcome.

RATES

Respondents must provide rates for their consulting services. Rates may not increase for the first 12 months of the contract. Escalation in rates will be considered for years 2 and 3 as well as for each 1-year option. Any proposed escalation in rates must be provided in writing to the County not later than 90 days prior to the start of each new contract or option year. Minimum service charges and rate premiums are to be identified in the proposal and shall include a detailed description of circumstances that shall cause a premium rate to go into effect.

Scoring Criteria and Weights are as follows:

CRITERIA	MAXIMUM POINTS
a. Strength of staff/experience in the industry	30
b. Scope of Services	15
c. Support model	20
d. Strength of references	15
e. Cost Proposal	<u>20</u>
TOTAL	100

PROPOSAL SPECIFICATIONS

Organizations interested in providing cyber security services to Oneida County shall submit a proposal that includes:

- 1) A narrative description of your firm's approach to meeting Oneida County's cyber security needs. Describe the processes Oneida County shall use to:
 - a) leverage staff for contracted services
 - b) obtain labor estimates for special projects.
 - c) schedule routine maintenance tasks.
 - d) obtain support in an emergency.
- 2) Resumes for key personnel, including all certifications and qualifications of key personnel.
- 3) A complete description of service categories to include:
 - a) Vulnerability assessments of County systems and physical locations in order to identify security weaknesses. Please include recommended frequency of assessment.
 - b) Security frameworks available to leverage compliance with HIPAA, NIST and other industry standards.
 - c) Attempts to exploit security weaknesses in order to gain access to County systems or expose sensitive data.
 - d) Plans, designs, and manages projects to remediate vulnerabilities found during vulnerability assessments and penetration testing.
 - e) Staffing for surge capacity to complete large or technically complex security projects.
 - f) Training and awareness campaigns on current cyber security trends, mitigation techniques and other related topics as required. Training may be required in-person or online.
 - g) Social engineering and human vulnerability testing to identify employees' adherence to cybersecurity policies and best practices. This testing may include but is not limited to

- phishing, vishing, smishing, and pretexting tactics.
- h) Consulting and remediation services regarding the containment and management of any potential cyber incident once it has been detected.
 - i) Consulting on matters related to information protection and data security.
 - j) Assists with the creation of County policy related to cyber security.
 - k) Honest broker consulting related to the specification and purchase of security related software and hardware.
 - l) Review and improvement recommendations for County policies and procedures related to cyber security.
- 4) Provide descriptions and samples of reporting metrics as they apply to service offerings.
 - 5) A brief outline of your organization including:
 - a) Full legal name and address of the company.
 - b) Type of corporation or partnership
 - c) State of incorporation/formation
 - d) Year company was established.
 - e) Current number of employees
 - 6) Three references from clients of the proposer who have utilized support services similar in size and scope to those described in this RFP. Please include enterprise name, contact name and email address for each.
 - 7) A concise description of your firm's rates, pricing structure of solution proposal and invoicing process. A yearly plan of recommended services and costs, with optional rates for add-on features or special conditions should be included.
 - 8) **Proposers must complete the certifications that accompany this RFP and return such certifications with their proposal.**

CONTRACT CONSIDERATIONS

- 1) The contract will be prepared by the County. The term will be for three (3) years with two (2) one year renewal options.
- 2) This RFP and the successful proposal will become attachments to the resulting contract or agreement. Please be advised that all information contained within County contracts is a public record once you provide it and may be subject to public inspection and copying if not otherwise protected by federal or state law.
- 3) All expenses involved with the submission of proposals, and any work performed in connection therewith, shall be borne by the Proposer. No payment will be made to any responses received nor for any other effort required of or made by the Proposer prior to a contract award.
- 4) All proposers are hereby advised that Oneida County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Proposers agree to such activity and release Oneida County from all claims arising from such activity. Proposals will be evaluated based on the County's analysis and ranking of each firm's responses relative to the activities described in this RFP.
- 5) Insurance Requirements. The County will require the proposer to obtain the following insurance coverages prior to contract execution:

- a) Commercial General Liability (“CGL”) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - i) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii) The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
- b) Workers’ Compensation and Employers Liability.
 - i) Statutory limits apply.
- c) Business Automobile Liability
 - i) Business Automobile Liability coverage with limits of at least \$1,000,000 each accident.
 - ii) Business Automobile Liability must include liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii) The County shall be included as an additional insured on a primary and non-contributory basis.
- d) Excess/Commercial Umbrella
 - i) Umbrella limits must be at least \$5,000,000.
 - ii) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- e) Cyber Liability Insurance with limits not less than \$2,000,00 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Proposer shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Owner in the care, custody, or control of the Proposer.

- f) Professional Liability including errors & omissions coverage at limits of \$2,000,000 each occurrence and \$2,000,000 aggregate.

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained, and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Signature

Date

Printed Name

Title

NON-COLLUSION CERTIFICATION
(GML § 103-D)

By submission of this Proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this proposal 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 proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been stated in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal or the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality, including the County of Oneida, and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

Legal Name of Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

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

Legal Name of Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

4. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
5. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority
6. (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder 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 is advised that any bidder seeking to renew, extend or assume a contract award 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 is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act 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 in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder 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 that is awarded a contract and subsequently appears on the Prohibited Entities List.

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/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

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/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

EXHIBIT C

(Proposal)



ONEIDA COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY
Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, NY 13501

ANTHONY J. PICENTE JR.
County Executive

CHRISTOPHER THIESEN
Director

May 15, 2024

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

FN 20 24-258

GOVERNMENT OPERATIONS
WAYS & MEANS

Dear County Executive Picente:

As you are aware, cybersecurity continues to be mission critical to Oneida County's ability to service its residents. Consequently, the Department of Information Technology issued a competitive Request for Proposals (RFP 2024-380) seeking cybersecurity services.

There was a tremendous response to this RFP with 29 responses received. After extensive review, we have determined it is in the County's interest, to award two agreements for these services, one to Anjolen Inc. and the other to M.A. Polce Consulting Inc.

Having two vendors will give the Information Technology Department the flexibility to choose the best services offered between both providers. It will also allow for a system of checks and balances that will ensure Oneida County's cyber defenses are positioned to defend against the ever-changing threat landscape.

Enclosed, please find an agreement with M.A. Polce Consulting Inc. to provide cybersecurity Services to the County. The initial agreement is for a term of three years, with up to two renewal terms of one year each. The agreement does not state a maximum price, because although the Department intends to spend up to \$500,000.00 annually for cybersecurity services—for a total of up to \$2,500,000.00 over five years—the Department cannot predict at this time how much of that annual total will be allocated to services provided by Anjolen Inc. and how much will be allocated to M.A. Polce Consulting Inc.

The Board of Acquisition and Contract has approved of this agreement. If it meets with your approval, I respectfully ask that you forward it to the Board of Legislators for its consideration.

Respectfully submitted,

Christopher Thiesen
Information Technology

Oneida Co. Department: Information Technology

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: M.A. Polce Consulting Inc.
401 Phoenix Drive
Rome, New York 13440

Title of Activity or Service: Cyber Security Services

Proposed Dates of Operation: Execution – Three Years
First Renewal – Fourth Year
Second Renewal – Fifth Year

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Pursuant to this agreement, M.A. Polce Consulting Inc. will provide cybersecurity services to Oneida County at its locations throughout the County. The Department of Information technology seeks to retain two vendors for such services, Anjolen Inc. and M.A. Polce Consulting, Inc.
- 2) **Program/Service Objectives and Outcomes:** This agreement will allow M.A. Polce Consulting Inc. to provide reliable cybersecurity services and protection to our backup center.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$2,500,000.00 (\$500,000.00 per year)

Account #A 1610 1610.416-100

Oneida County Dept. Funding Recommendation: \$2,500,000.00 (\$500,000.00 per year)

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

Cost Per Client Served: N/A

Past Performance Data: None.

O.C. Department Staff Comments: The Department intends to execute contracts with both Anjolen and M.A. Polce Consulting, Inc. to provide Cyber Security Services. The total amount spent for both contracts will not exceed \$500,000.00 per year.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), effective upon the date of its full execution (“Effective Date”), is by and between the County of Oneida (“County”), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York, and M.A. Polce Consulting Inc. (“M.A. Polce”), a New York domestic business corporation with its principal place of business at 401 Phoenix Drive, Rome, New York 13440. The County and M.A. Polce are each a “Party,” and together, the “Parties.”

RECITALS

WHEREAS, the County has extensive information technology (“IT”) facilities and networks, and issued Request for Proposals No. 2024-380 (“RFP”) seeking proposals from qualified firms to provide the County with cybersecurity consulting services, and a copy of the RFP is annexed as Exhibit B; and

WHEREAS, M.A. Polce responded to the RFP and offered to provide the services, as more fully described in its response (with cost proposal) to the RFP (the “Proposal”), and a copy of the Proposal is annexed as Exhibit C; and

WHEREAS, the County wishes to hire M.A. Polce to provide cybersecurity consulting services and M.A. Polce wishes to perform such services in exchange for the payments described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. THE SERVICES.

1.1. Upon authorization by the County, M.A. Polce shall provide the County with any or all of the following cybersecurity consulting services, as more fully described in the RFP and Proposal (collectively, the “Services”):

1.1.1 Monthly Managed Cybersecurity Services.

1.1.1.1. Vulnerability Assessment. M.A. Polce will provide vulnerability assessments, as described more fully in the Service Categories section of the Proposal.

2.1.1.1. Penetration Testing. M.A. Polce will perform penetration testing of the County’s IT facilities and networks, as described more fully in the Service Categories section of the Proposal.

3.1.1.1. Cybersecurity Training (Online). M.A. Polce will provide online cybersecurity training to County employees, as described more fully in the Service Categories section of the Proposal.

- 4.1.1.1. Social Engineering. M.A. Polce will provide social engineering training services as described more fully in the Service Categories section of the Proposal.
 - 5.1.1.1. Managed Security–Risk & Compliance. M.A. Polce will provide Managed Risk and Compliance services, as described more fully in the Service Categories section of the Proposal.
 - 6.1.1.1. Virtual CISO Consulting. M.A. Polce will provide virtual chief information security officer consulting services as described more fully in the Service Categories section of the Proposal.
- 1.1.2 Time and Materials/Scoped Project Work
- 7.1.1.2. Remediation Projects. M.A. Polce will assist the County in planning, designing, and managing projects to remediate known IT vulnerabilities, as described more fully in the Service Categories section of the Proposal.
 - 8.1.1.2. Security & Support Staff Augmentation. M.A. Polce will provide the County with staff to perform projects on an as-needed basis, as described more fully in the Service Categories section of the Proposal.
 - 9.1.1.2. Policy & Procedure Review & Development. M.A. Polce will review and develop the County’s IT related policies and procedures, as described more fully in the Service Categories section of the Proposal.
- 1.1.3 Risk Assessment. M.A. Polce will conduct risk assessments to evaluate the County’s cybersecurity controls, as described more fully in the Service Categories section of the Proposal. M.A. Polce will provide 200 hours of engagement of Risk Assessment Services.
- 1.1.4 Security Assessment. M.A. Polce will conduct Security Assessments, as described more fully in the Service Categories section of the Proposal. M.A. Polce will provide 100 hours of engagement of Security Assessment Services.
- 1.1.5 Cybersecurity Training (Classroom). M.A. Polce will provide classroom cybersecurity training to County employees, as described more fully in the Service Categories section of the Proposal.
- 1.1.6 Incident Response. M.A. Polce will perform incident response services, as described more fully in the Service Categories section of the Proposal.
- 1.1.7 Additional Services. The Parties may agree for M.A. Polce to provide additional services by executing a statement of work (“SOW”) in

substantially the form annexed hereto as Exhibit D. Such additional services shall become a part of the Services.

2. ACCEPTABLE USE POLICY. M.A. Polce shall require all of its employees and agents who have access to the Oneida County networks or IT facilities to acknowledge and agree to the Oneida County Information Technology Acceptable Use Policy.
3. TERM. The initial term of this Agreement shall commence upon the Effective Date and continue for three (3) years ("Initial Term"). The Parties may renew this Agreement for up to two (2) renewal terms of one (1) year each (each, a "Renewal Term").
4. NON-EXCLUSIVE SERVICES. M.A. Polce expressly acknowledges that the County intends to use multiple vendors to provide cybersecurity services, and that M.A. Polce is not entitled to perform any of the Services unless specifically authorized by the County, it being the County's intention to select M.A. Polce and other vendors to provide cybersecurity services on an as-needed basis.
5. PAYMENT. The County shall pay M.A. Polce as follows:
 - 5.1. For each Service requested and authorized by the County, the County shall pay M.A. Polce as set forth below. Where a payment is not described on a recurring basis (*i.e.*, annually or quarterly), it shall be paid only upon the actual performance of the Service upon authorization by the County and at such intervals as authorized by the County.
 - 5.1.1 Monthly Managed Cybersecurity Services. Should the County authorize M.A. Polce to provide Monthly Managed Cybersecurity Services, the County shall pay M.A. Polce Nine Thousand Seven Hundred Ninety-Five Dollars and Zero Cents (\$9,795.00) for each month of such Monthly Managed Cybersecurity Services.
 - 5.1.2 Time and Materials/Scoped Project Work. Should the County authorize M.A. Polce to provide Time and Materials/Scoped Project Work, the County shall pay M.A. Polce at the rate of One Hundred Eighty-Five Dollars and Zero Cents (\$185.00) per hour.
 - 5.1.3 Risk Assessment. Should the County authorize M.A. Polce to provide Risk Assessment Services, the County shall pay M.A. Polce Thirty Seven Thousand Dollars and Zero Cents (\$37,000.00).
 - 5.1.4 Security Assessment. Should the County authorize M.A. Polce to provide Security Assessment Services, the County shall pay M.A. Polce Eighteen Thousand Five Hundred Dollars and Zero Cents (\$18,500.00).
 - 5.1.5 Cybersecurity Training (Classroom). Should the County authorize M.A. Polce to provide Cybersecurity Training (Classroom) Services, the County shall pay M.A. Polce One Thousand One Hundred Ten Dollars and Zero Cents (\$1,110.00).

- 5.1.6. Incident Response. Should the County authorize M.A. Polce to provide incident response Services, the County shall pay M.A. Polce a retainer of Nine Hundred Dollars and Zero Cents (\$900.00), which shall cover three (3) hours of incident response Services. Should the County request additional incident response Services, the County shall pay M.A. Polce Three Hundred Dollars and Zero Cents (\$300.00) for each additional hour of incident response Services.
- 5.2. M.A. Polce shall submit invoices to the County no later than the tenth day of each month detailing those Services provided in the previous month. The County shall pay M.A. Polce within 30 days of receipt of each such invoice, contingent upon audit and approval by the County's Department of Audit and Control and the County Comptroller.
- 5.3. If the County disputes any amount billed to it, then on or before the date the bill is payable the County shall identify the basis for the dispute and pay the amount of such invoice that is not in dispute. The Parties shall then attempt to resolve such dispute within thirty (30) days. If the Parties do not resolve such dispute within thirty (30) days, the County may notify M.A. Polce of a material breach of this Agreement as set forth in the Termination provision of this Agreement.
- 5.4. For work performed pursuant to a SOW, the County shall pay M.A. Polce such amount as agreed in the SOW.
6. REPRESENTATIONS & WARRANTIES.
- 6.1. From M.A. Polce. M.A. Polce represents and warrants that all Services will be performed in a professional and workmanlike manner and in accordance with this Agreement and industry standards, including without limitation those standards promulgated by the National Institute of Technology Standards, the International Organization for Standardization, the International Society of Automation, and Control Objectives for Information and Related Technologies. M.A. Polce shall further comply with all federal, state, and local laws and regulations concerning the protection of personally identifiable information, payment card industry data, and protected health information.
- 6.2. From Each Party. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
7. INDEMNIFICATION. M.A. Polce will indemnify, hold harmless, and at the County's election defend, the County, its officers, agents, and employees from and against any and all claims, demands, actions, suits, proceedings, damages, liabilities, losses, settlements, judgments, whether or not involving a claim by a third party, including but not limited to reasonable attorneys' fees (collectively, "Claims") actually or allegedly arising, whether directly or indirectly, from or related to: (a) any violation of law or breach or default on the part of M.A. Polce in the performance of this Agreement, (b) any Claims arising out of an

act or omission of M.A. Polce, its officers, agents, or employees in connection with this Agreement; and (c) any third-party Claims which arise out of, relate to, or result from this Agreement, except to the extent adjudged to have resulted solely from the negligence or willful misconduct of the County or its officers, employees, or agents.

8. INSURANCE.

- 8.1. M.A. Polce 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.
- 8.1.1 Commercial General Liability ("CGL") coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. 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. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
- 8.1.2 Workers' Compensation and Employers Liability pursuant to statutory limits.
- 8.1.3 Business Automobile Liability coverage with limits of at least \$1,000,000 each accident. Business Automobile Liability must include liability arising out of all owned, leased, hired and non-owned automobiles.
- 8.1.4 Excess/Commercial Umbrella insurance of at least \$5,000,000. Umbrella coverage must include the County as an additional insured. Such coverage for the County shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- 8.1.5 Cyber Liability Insurance with limits not less than \$2,000,00 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by M.A. Polce by this Agreement, including but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy

shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of M.A. Police.

8.1.6. Professional Liability including errors & omissions coverage at limits of \$2,000,000 each occurrence and \$2,000,000 aggregate.

8.2. Waiver of Subrogation. M.A. Police 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 the insurance policies maintained per the requirements stated above.

8.3. Prior to the Effective Date, M.A. Police shall provide certificates of insurance to the County evidencing the foregoing policies. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of M.A. Police's policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

9. TERMINATION.

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

9.2. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice to M.A. Police.

9.3. Payment Upon Termination. On the effective date of any termination of this Agreement, the County will pay M.A. Police only for those Services provided up to such date.

10. INDEPENDENT CONTRACTOR

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

10.2. Payments to M.A. Police shall be reported on IRS Form 1099, and the County shall

not make any withholding for taxes or any other obligations. M.A. Polce shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. M.A. Polce shall indemnify and hold County harmless from all loss or liability incurred by M.A. Polce as a result of M.A. Polce not making such payments or withholdings.

11. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one Party to this Agreement (the "Discloser") discloses to the other (the "Recipient"): (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; (c) any information contained in the County's files that is confidential pursuant to any applicable provisions of federal, state and local laws, rules and regulations, including, but not limited to, the New York State Public Health Law and Regulations, the New York State Social Services Law and Office of Children and Family Services rules and regulations, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and shall not be disclosed except as authorized by law; and (d) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.
 - 11.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Section 10; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.
 - 11.2. Injunction. The Recipient agrees that breach of this Section would cause the Discloser irreparable injury, for which monetary damages would not provide

adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

- 11.3. Termination & Return. With respect to each item of Confidential Information, the obligations of this Section 10 will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.
 - 11.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.
 - 11.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement.
 - 11.6. Immunity. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
 - 11.7. Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.
12. HIPAA ASSURANCES. In the event M.A. Police creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), M.A. Police shall:
- 12.1. Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
 - 12.2. Not use or further disclose the PHI, except as permitted by law;
 - 12.3. Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;

- 12.4. Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- 12.5. Comply with each of the applicable requirements of 45 C.F.R. Part 162 if M.A. Polce conducts standard transactions for or on behalf of the County;
- 12.6. Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which M.A. Polce becomes aware;
- 12.7. Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained M.A. Polce's obligations under this paragraph and agree to the same restrictions and conditions;
- 12.8. Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- 12.9. Account for PHI disclosures for up to the past six (6) years as requested by the County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;
- 12.10. Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and
- 12.11. Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.
- 12.12. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that M.A. Polce breaches any term in this Section. Alternatively, the County may give written notice to M.A. Polce in the event of a breach and give M.A. Polce five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to M.A. Polce if the County reasonably determines that M.A. Polce has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, M.A. Polce hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.
- 12.13. Upon the termination of this Agreement, unless otherwise directed by the County, M.A. Polce shall either return or destroy all PHI received from the County or created or received by M.A. Polce on behalf of the County in which M.A. Polce maintains in any form. M.A. Polce shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that M.A. Polce determines that returning or destroying the Protected Health Information is infeasible upon

termination of this Agreement, M.A. Police shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for M.A. Police to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as M.A. Police maintains such Protected Health Information.

13. ADDITIONAL TERMS AND CONDITIONS.

- 13.1. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the addresses first set forth above or to such other address as either Party may designate in writing.
- 13.2. Assignment & Successors. M.A. Police may not convey, sub-contract, or assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this subsection, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 13.3. No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 13.4. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of the State of New York without regard to its conflicts of laws principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York for all claims arising out of or related to this Agreement, including without limitation tort claims.
- 13.5. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.
- 13.6. 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 Exhibit A-Standard Oneida County Conditions, attached hereto.
- 13.7. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.
- 13.8. Advice of Counsel. Each party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

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

13.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have executed this Agreement.

County of Oneida

M.A. Polce Consulting Inc.

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

By: Michael A. Polce

Michael A. Polce
Chief Executive Officer

Date: _____

Date May 15, 2024

Approved

Andrew Dean, Esq.
Deputy County Attorney-Administration

EXHIBIT A

(Standard Oneida County Conditions)

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and M.A. Polce Inc. ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or

local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

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

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

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

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

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

B. Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

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

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

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

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

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible,

extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
- iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section

165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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

EXHIBIT B

(Request for Proposals)

Request for Proposals

Proposals, subject to the conditions contained herein, will be received by Oneida County Information Technology until 3:00 pm, local time on Friday March 8, 2024, for:

Oneida County Cyber Security Services

RFP- # 2024-380

Proposals must be submitted to Tammie Sokolowski, Information Technology Project Manager by email at tsokolowski@ocgov.net. The subject line of the email must contain RFP number and title. Proposals received after the deadline will not be accepted.

Any questions concerning the RFP must be submitted in writing to ocsupport@ocgov.net by February 23, 2024.

Copies of the RFP may be examined at no expense at the department of Oneida County Information Technology, or downloaded from the Oneida County website at <https://ocgov.net/departments/purchasing/rfps/>

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

The County of Oneida, to promote its established Affirmative Action Plan, invites proposals from underrepresented groups. This Affirmative Action Policy regarding proposals and contracts applies to all persons without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

Chuck Klein
Director of Information Technology

Dated: February 14, 2024

Oneida County Information Technology, Cyber Security Services

RFP #2024-380

GENERAL INFORMATION

The County of Oneida, New York is seeking a cyber security consultant. The successful respondent shall support the County in the following ways:

- Perform security assessments of existing IT systems, personnel, and network infrastructure.
- Plan, design and manage vulnerability remediation projects.
- Recommend, design and implement IT security systems.
- Conduct cyber security training and awareness campaigns.
- Act as a consultant to the County on matters related to information security and data protection.
- Communicate and report service consumption and spend.
- Provide project and test outcomes in a timely and concise manner.
- Provide remediation options with risk ratings, for consideration.

The Information Technology department is the primary user of this service. Information Technology will leverage this service to support all County departments including Public Works, Emergency 911, the Sheriff's Office, and shared service municipalities, among others.

Oneida County has a staff of in-house IT technicians that perform routine tasks in support of desktop, mobile, server & network operations, and database applications. The goal of this RFP is to acquire a consultant that can provide advanced cyber security support, surge capacity for large efforts, and unique technical skills not available through the county workforce.

Oneida County operates two primary data centers and several secondary data centers, creating a private cloud environment. County network traffic from more than 30 physical locations in Utica, Rome, Oriskany, Barneveld and Taberg are routed through the County data centers for services that may include, but are not necessarily limited to, firewall protection, spam filtering, web filtering, email archiving, network storage and backup.

Network connections link over 30 separate facilities and over 150 mobile data users to the County Data Centers.

Data collected, stored, and processed by the County includes personally identifiable information (PII), electronic protected health information (ePHI) and others that may be protected by local, state and federal laws. In addition, the County operates numerous networks and systems that support critical government functions.

Those tending an offer are required to demonstrate past successful experiences in supporting customers of similar size and nature as Oneida County. The successful vendor will be required to comply with all applicable Oneida County policies; state, federal and local laws and provide evidence of general liability insurance, umbrella coverage, and cyber-liability insurance. It is anticipated that a 3- year contract will be awarded with two 1-year renewal options. Oneida County select vendors for interview, and upon making an award, will notify the chosen vendor.

Vendor Profile:

Vendors are asked to provide a description of their history and qualifications within the cybersecurity industry. Case studies of experience with government entities or others involved with sensitive data are welcome.

RATES

Respondents must provide rates for their consulting services. Rates may not increase for the first 12 months of the contract. Escalation in rates will be considered for years 2 and 3 as well as for each 1-year option. Any proposed escalation in rates must be provided in writing to the County not later than 90 days prior to the start of each new contract or option year. Minimum service charges and rate premiums are to be identified in the proposal and shall include a detailed description of circumstances that shall cause a premium rate to go into effect.

Scoring Criteria and Weights are as follows:

CRITERIA	MAXIMUM POINTS
a. Strength of staff/experience in the industry	30
b. Scope of Services	15
c. Support model	20
d. Strength of references	15
e. Cost Proposal	<u>20</u>
TOTAL	100

PROPOSAL SPECIFICATIONS

Organizations interested in providing cyber security services to Oneida County shall submit a proposal that includes:

- 1) A narrative description of your firm's approach to meeting Oneida County's cyber security needs. Describe the processes Oneida County shall use to:
 - a) leverage staff for contracted services
 - b) obtain labor estimates for special projects.
 - c) schedule routine maintenance tasks.
 - d) obtain support in an emergency.
- 2) Resumes for key personnel, including all certifications and qualifications of key personnel.
- 3) A complete description of service categories to include:
 - a) Vulnerability assessments of County systems and physical locations in order to identify security weaknesses. Please include recommended frequency of assessment.
 - b) Security frameworks available to leverage compliance with HIPAA, NIST and other industry standards.
 - c) Attempts to exploit security weaknesses in order to gain access to County systems or expose sensitive data.
 - d) Plans, designs, and manages projects to remediate vulnerabilities found during vulnerability assessments and penetration testing.
 - e) Staffing for surge capacity to complete large or technically complex security projects.
 - f) Training and awareness campaigns on current cyber security trends, mitigation techniques and other related topics as required. Training may be required in-person or online.
 - g) Social engineering and human vulnerability testing to identify employees' adherence to cybersecurity policies and best practices. This testing may include but is not limited to

- phishing, vishing, smishing, and pretexting tactics.
- h) Consulting and remediation services regarding the containment and management of any potential cyber incident once it has been detected.
 - i) Consulting on matters related to information protection and data security.
 - j) Assists with the creation of County policy related to cyber security.
 - k) Honest broker consulting related to the specification and purchase of security related software and hardware.
 - l) Review and improvement recommendations for County policies and procedures related to cyber security.
- 4) Provide descriptions and samples of reporting metrics as they apply to service offerings.
 - 5) A brief outline of your organization including:
 - a) Full legal name and address of the company.
 - b) Type of corporation or partnership
 - c) State of incorporation/formation
 - d) Year company was established.
 - e) Current number of employees
 - 6) Three references from clients of the proposer who have utilized support services similar in size and scope to those described in this RFP. Please include enterprise name, contact name and email address for each.
 - 7) A concise description of your firm's rates, pricing structure of solution proposal and invoicing process. A yearly plan of recommended services and costs, with optional rates for add-on features or special conditions should be included.
 - 8) **Proposers must complete the certifications that accompany this RFP and return such certifications with their proposal.**

CONTRACT CONSIDERATIONS

- 1) The contract will be prepared by the County. The term will be for three (3) years with two (2) one year renewal options.
- 2) This RFP and the successful proposal will become attachments to the resulting contract or agreement. Please be advised that all information contained within County contracts is a public record once you provide it and may be subject to public inspection and copying if not otherwise protected by federal or state law.
- 3) All expenses involved with the submission of proposals, and any work performed in connection therewith, shall be borne by the Proposer. No payment will be made to any responses received nor for any other effort required of or made by the Proposer prior to a contract award.
- 4) All proposers are hereby advised that Oneida County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Proposers agree to such activity and release Oneida County from all claims arising from such activity. Proposals will be evaluated based on the County's analysis and ranking of each firm's responses relative to the activities described in this RFP.
- 5) Insurance Requirements. The County will require the proposer to obtain the following insurance coverages prior to contract execution:

- a) Commercial General Liability (“CGL”) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - i) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii) The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
- b) Workers’ Compensation and Employers Liability.
 - i) Statutory limits apply.
- c) Business Automobile Liability
 - i) Business Automobile Liability coverage with limits of at least \$1,000,000 each accident.
 - ii) Business Automobile Liability must include liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii) The County shall be included as an additional insured on a primary and non-contributory basis.
- d) Excess/Commercial Umbrella
 - i) Umbrella limits must be at least \$5,000,000.
 - ii) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.
- e) Cyber Liability Insurance with limits not less than \$2,000,00 per occurrence and an aggregate of \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Proposer shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Owner in the care, custody, or control of the Proposer.

- f) Professional Liability including errors & omissions coverage at limits of \$2,000,000 each occurrence and \$2,000,000 aggregate.

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.
3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained, and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Signature

Date

Printed Name

Title

**NON-COLLUSION CERTIFICATION
(GML § 103-D)**

By submission of this Proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this proposal 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 proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been stated in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal or the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality, including the County of Oneida, and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

Legal Name of Organization

Signature

Date

Printed Name

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

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

Legal Name of Organization

Signature

Date

Printed Name

Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

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, that the bidder agrees to:

4. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and
5. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority
6. (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder 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 that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder 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 is advised that any bidder seeking to renew, extend or assume a contract award 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 is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act 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 in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder 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 that is awarded a contract and subsequently appears on the Prohibited Entities List.

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/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

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/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization

Signature

Date

Printed Name

Title

EXHIBIT C

(Proposal)



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 13, 2024

FN 20 24-259

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

GOVERNMENT OPERATIONS

WAYS & MEANS

RE: Appointment of Information Technology Director

Honorable Members:

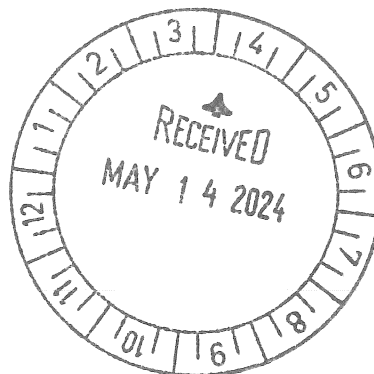
In accordance with Section 1401 of the Oneida County Charter, Section 1401 of the Oneida County Administrative Code, and New York Civil Service Law Section 15, I respectfully request the Board of Legislators' confirmation of my appointment of Christopher K. Thiesen as Director of Information Technology effective April 29, 2024.

I request that this appointment be placed on the Agenda for consideration at your next meeting.

Thank you for the Board's kind attention to this matter.

Very truly yours,

Anthony J. Picente Jr.
Oneida County Executive





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

AMANDA L. CORTESE-KOLASZ
COUNTY ATTORNEY

FN 20 24-260
**ECONOMIC DEVELOPMENT
AND TOURISM**
WAYS & MEANS

May 13, 2024

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

Re: Mohawk Valley Community College/Empire State Development
Grant Disbursement Agreement—FastTrack Career Program

Dear County Executive Picente,


As you know, in 2022 Mohawk Valley Community College launched its new FastTrack Career Program, an innovative program enabling students to train for a new career in fourteen weeks or less. The County was instrumental in launching the program, which has by all accounts been a tremendous success—enrolling hundreds of students, most of whom are returning adults.

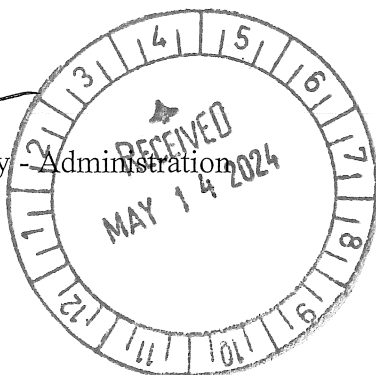
MVCC has secured \$976,000 in grant funding from the New York State Urban Development Corporation (d/b/a Empire State Development) to provide working capital for the FastTrack Career Program. The grant will cover project staff salaries and benefits, course materials, marketing, outside services and consultants, and wraparound support such as job placement assistance, transportation, and childcare. MVCC will provide a match in the amount of \$325,334, for total program costs of \$1,301,334.

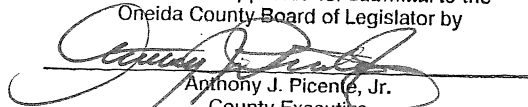
Because the County is MVCC’s local sponsor, I respectfully ask that you review the enclosed Grant Disbursement Agreement between MVCC and Empire State Development. As mentioned, the agreement is for a grant amount of \$976,000. Its term will commence upon execution and end May 19, 2026. If the agreement meets with your approval, I ask that you please forward it to the Board of Legislators for its consideration and approval.

Thank you for your attention to this matter.

Very truly yours,


Andrew Dean, Esq.
Deputy County Attorney - Administration



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

Anthony J. Picente, Jr.
County Executive
Date 5-13-24



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 24 - 261

May 14, 2024

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

WAYS & MEANS

Re: Empire State Development Grant – 2024 IIHF Women’s World Championships Agreement

Dear Chairman Fiorini,

As you know, the International Ice Hockey Federation (“IIHF”) selected the Adirondack Bank Center and Utica University Nexus Center to host its 2024 Women’s World Championship tournament. This historic event was a tremendous success, breaking several attendance records and placing Utica on the world stage for athletic events.

At its January 17, 2024 meeting, the Board of Legislators authorized the County to execute an agreement with Adirondack Sports Council to provide professional event management services for the tournament, with a total tournament budget of \$2,000,000.00.

I am pleased to say that Empire State Development (“ESD”) has notified the County that it is willing to offer reimbursable incentives toward the tournament in the amount of \$125,000.00. This grant award will offset a significant portion of the total tournament budget.

ESD’s award required my execution of an “incentive proposal” to permit spending against the grant and came with a tight deadline. I now respectfully ask that the Board of Legislators approve of my execution of the incentive proposal and permit spending against the grant pursuant to County Charter Section 202(j). I further ask that the Board of Legislators authorize my office to execute any and all documents related to the ESD grant.

Should this matter meet with your approval, I respectfully ask that you forward it to the Board of Legislators for its consideration. Thank you for your attention to this matter.

Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive

Oneida Co. Department: County Executive

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Empire State Development
625 Broadway
Albany, NY 12245

Title of Activity or Service: Incentive Proposal
2024 IIHF Women’s World Championships

Proposed Dates of Operation: November 15, 2023 – December 31, 2025

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: Empire State Development has offered the County of Oneida up to \$125,000.00 in grant incentives toward the 2024 IIHF Women’s World Championships tournament. This agreement, an incentive proposal, will allow the County to accept the grant incentives.

2) Program/Service Objectives and Outcomes: To support the economic growth and development of Oneida County by contributing toward this international hockey tournament.

3) Program Design and Staffing: N/A

Total Funding Requested: \$125,000.00 (Revenue) **Account #**

Oneida County Dept. Funding Recommendation: \$125,000.00 (Revenue)

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A



January 31, 2024

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

Project Name: 2024 International Ice Hockey Federation IIHF Women's World
Championship Working Capital
Project Number: 137,895

Dear Mr. Picente:

On behalf of Empire State Development ("ESD"), we look forward to collaborating with you on the above-mentioned project. To encourage you to proceed with your working capital project, we are offering County of Oneida reimbursable incentives valued at \$125,000.

There are multiple documents, listed below, that we will need your organization to complete to start processing your award. The completed documents must be returned within 60 days of receipt of this letter digitally to: Jenna Krzyzak at Jenna.Krzyzak@esd.ny.gov and Matthew Bishop at Matthew.Bishop@esd.ny.gov.

- 1. **Project Fact Sheet**- Digitally complete (in word document provided) the Metrics & Deliverables and Organization History sections.
- 2. **Budget & Incentive Proposal Acceptance** - Sign, date and submit digitally
- 3. **Affirmation Document**- Sign, date and submit digitally
- 4. **Disclosure & Accountability Certification**- Sign, date and submit digitally
- 5. **MWBE Utilization Forms (attached to email/digital files)** – Complete, sign, date and submit digitally:
 - 1. MWBE Policy Statement (OSCD-1)
 - 2. MWBE Utilization Plan (OCSD-4)

If the Department is not in receipt of these required document on or before , February 14, 2024, or a written request (email) for an extension to return the aforementioned documents, we may start the process to terminate your grant due to lack of communication.

Market New York Round 13 guidelines indicate that working capital projects must be completed in no more than 2 years (December 31, 2025) from the date in your award letter of November 15, 2023. Therefore, in affirming this Incentive Proposal you are additionally, affirming in good faith your adherence to this deadline.



Please do not expect ESD to grant extensions.

Non-discrimination and Contractor Diversity

ESD's Non-Discrimination and Contractor & Supplier Diversity policies will apply to this Project. The Recipient shall be required to include minorities and women in any job opportunities created, to solicit and utilize Minority and Women Business Enterprises (MWBEs) for any contractual opportunities generated in connection with the Project and shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8) to achieve an overall MWBE Participation Goal of 30% related to the total value of ESD's funding.

The Recipient is encouraged to use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(m), to utilize NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs") in the execution of the grant. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. Should SDVOBs be utilized, a further explanation of the SDVOB reporting requirements is attached hereto.

Not-For-Profit Organizations

All grantees must also be up-to-date with its filings with the New York State Department of State. If County of Oneida is a not-for-profit organization, it must be registered and up-to-date with its filings with the New York State Office of the Attorney General's Charities Bureau, and the New York State Office of the State Comptroller's VendRep System, as applicable, prior to approval by ESD's Chief Executive Officer ("CEO"). In addition, County of Oneida must be prequalified in New York State Grants Gateway prior to the execution of the grant disbursement agreement.

I LOVE NEW YORK APPROVAL REQUIREMENTS

All tourism marketing materials and other projects elements, where deemed appropriate, are required to include the approved format of the I LOVE NY (ILNY) logo. Materials will need to be submitted to the Department for review and approval before going to print/public. Provide at least 48 hours for approval requests. Materials that have not been approved for logo use or don't include the ILNY approved logo format may be deemed ineligible for reimbursement.

Materials that have not been approved for logo use or that do not include the ILNY approved logo format may be deemed ineligible for reimbursement, incur a 25% penalty and/or possible termination of the grant.

In the event I LOVE NY/NYS Division of Tourism would choose to have, request and utilize video footage and/or b-roll produced under the project, a presence/activation at an event, record video footage for state tourism purposes, or distribute I LOVE NY marketing materials in connection with this grant/project, no further money would be exchanged for these services or space fee(s). Additionally, all press releases that include information about your Market New York grant and/or working together with NYS/I LOVE NY must be approved by ESD before going public. See the Market New York Branding and Logo digital files.



MARKET NEW YORK INCENTIVE PROPOSAL
Project Fact Sheet

Grantee	County of Oneida
Project Name	2024 International Ice Hockey Federation IIHF Women's World Championship Working Capital
Project Number	137,895
Award Amount	\$125,000
Project Location(s)	Mohawk Valley
Grantee Contact/ Address	Anthony J. Picente, Jr. County Executive County of Oneida 800 Park Avenue Utica, NY 13501 apicente@ocgov.net 315-798-5800
Event Date(s)	April 3, 2024 – April 14, 2024 (Duration of IIHF Championship)
Project Start Date	November 15, 2023
Project Completion Date	December 31, 2025
Project Description	The County of Oneida will use tourism grant funds to host and promote the International Ice Hockey Federation (IIHF) Women's World Championship, an international tournament played over a 12-day period expected to draw over 80,000 visitors to the Mohawk Valley region.
Metrics / Deliverables	-Ticket Sales -Overall Attendance
Organization History	Oneida County is a municipal corporation formally founded/incorporated in 1798. The county seat is the City of Utica. As of the 2020 census, Oneida County's population is 232,125.



Empire State
Development

Next Steps After Accepting this Incentive Proposal

Upon receipt of confirmation of this grant/letter, the project will be presented to ESD's Board for approval, that occurs monthly. Within 4-6 weeks of approval, ESD will forward a signed Grant Disbursement Agreement ("GDA") for your execution.

ESD will then reimburse you, no more frequently than quarterly, and ESD will then reimburse you, no more frequently than quarterly, up to 50% of the total "ESD reimbursed" eligible costs that are supported by invoices, paid receipts and other documentation.

This offer is subject to the availability of funds; completion of applicable non-discrimination and contractor diversity; approval by ESD's CEO; and compliance with all other program requirements.

We look forward to working with you on your project. Your ESD project manager, Jenna Krzyzak, will reach out to you shortly to discuss next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly L. Baquerizo".

Kelly L. Baquerizo
Director of Tourism Grants Programs
Kelly.Baquerizo@esd.ny.gov

Attachments

CC: Glendon McLeary
Michael Reese
Jenna Krzyzak
Matthew Bishop



Empire State Development

MARKET NEW YORK INCENTIVE PROPOSAL
Budget & Incentive Proposal Acceptance

Table with 5 columns: Budget, Budget Item, Total Cost, ESD Funds, Grantee Match. Rows include Consultants, Vendors, and/or Contractors; Total Budget.

The Grant is being offered in connection with the project as described in the CFA and that funds will only be made available for projects that are undertaken as described in the CFA, except as expressly authorized by ESD.

Expiration of Proposed Offer:

This proposal expires February 14, 2024 unless endorsed below and received by ESD prior to the expiration date.

Expiration of Accepted Offer:

The accepted proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary.

APPROVED BY: Kelly Rabideau-Baquerizo, Director Tourism Grant Programs. Date: January 31, 2024

ACCEPTED BY: Anthony J. Picente, Jr., County Executive. Date: 2-14-24



MARKET NEW YORK INCENTIVE PROPOSAL
AFFIRMATION

The Undersigned, being duly sworn, deposes, acknowledges, agrees and says that:
I, Anthony J. Picente, Jr., am the County Executive of Oneida County (the "Recipient"), a not-for-profit that is duly organized and validly existing under the laws of Oneida County, and is authorized to do business and is in good standing in the State of New York.

1. I am authorized to execute this Certification on behalf of the applicant and that to the best of my knowledge, information and belief, all statements in the application, including all attachments hereto and any affidavits, certifications or supplementation information provided herewith, are true and accurate;
2. I have read and know the contents of the Grant Award Letter prepared by Empire State Development ("ESD") dated the 31st day of January 2024.
3. I have reviewed all of the information provided by the Applicant to ESD related to its application for funding to the Market New York program.
4. I know all of the information provided by the Applicant to be true and complete in all material respects. To the extent such information involves projections about future performance; those projections have been prepared in good faith, based upon reasonable assumptions.
5. The Grant Award may only be used for those Project costs incurred after issuance of the Grant Award letter.
6. Applicant will be obligated to repay any grant funds received under this program in the event (a) its application, including any information provided therewith or thereafter, is determined to have included any material misrepresentations; or (b) the grant was made in error and the applicant is not entitled to assistance under the Program Guidelines; (c) it fails to provide documentation to support any payments of any Grant Award it receives from ESD; or (d) additional assistance is paid for by any other grant or other assistance from the local, state or federal governments, third-party private assistance, or insurance for a Project cost paid for with the Grant Award.
7. The disbursement of any Grant Award made under this Program is subject to the approval of the Grant Award by ESD's Board of Director, approval by the NYS Division of the Budget and the receipt of funds by Empire State Development.
8. The application is subject to audit prior to and for up to six years from the date of the disbursement of the grant.
9. Applicant hereby accepts the terms of the Grant Award.
10. Applicant shall comply with ESD's Non-discrimination and Contractor Diversity policy with respect to the participation of minority and women owned businesses in the Project.

Signature

Subscribed and sworn to before me

this 14 day of February, 2024

[Notary Public]

SANDRA L. YATES
Notary Public - State of New York
No. 01YA6427748
Qualified in Oneida County
My Commission Expires 01/30/2026

MARKET NEW YORK INCENTIVE PROPOSAL
Disclosure and Accountability Certification

Name of State Entity from which assistance is being requested (the "Agency"):

Empire State Development

Name of Entity requesting assistance (herein, the "Affirmant"):

Oneida County

Program of Assistance: Market New York

- I. The undersigned, having full power and authority, hereby affirms on behalf of Affirmant that, except as otherwise fully disclosed to the Agency pursuant to Section II hereof:
- (A) At no time during the past five years has Affirmant: (1) been convicted of a felony, and/or any crime related to truthfulness and/or business conduct; (2) failed to file any federal, New York State or city tax returns; (3) received a violation of State Labor Law deemed willful; (4) entered into an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful; (5) been assessed a penalty or entered into a consent order with the New York State Department of Environmental Conservation, (6) entered into a consent order or agreement to resolve violations of federal, State or local laws; (7) been debarred from entering into any government contract; or (8) been found non-responsible on any government contract.
 - (B) At no time within the last seven years has Affirmant been involved in any bankruptcy, creditors rights or receivership proceeding (except as a creditor) or sought protection from creditors.
 - (C) Affirmant is not the subject of any pending or threatened claim or litigation of which it is aware which would have a material adverse effect on Affirmant's operations or financial condition.
 - (D) Affirmant is not delinquent on any New York State, federal or local tax obligations.

I. Disclosure

On separate sheets, please provide complete information with respect to any item in Section I to which you responded "Yes". Please clearly identify, by number, letter and description, the specific item(s) for which you are providing information.

- III. The undersigned hereby confirms that the information contained in this Certification and any attached pages is true, accurate and complete in all material respects and further acknowledges that: this Disclosure and Accountability Certification is submitted for the express purpose of assisting the State of New York or its agencies and political subdivisions to make a determination to commit financial assistance, enter into a transaction, award a contract or approve a subcontract. The undersigned further acknowledges that any of the State of New York, its agencies and/or political subdivisions may, in their discretion, by means which they choose, verify the truth and accuracy of all statements made herein.¹

¹ Intentional submission of false or misleading information may constitute a felony punishable by a fine or imprisonment or both.



MARKET NEW YORK INCENTIVE PROPOSAL
Disclosure and Accountability Certification (Pg.2)

Anthony J. Picente, Jr.

Name of Affirmant
800 Park Avenue

Address

Utica, NY 13501-2939

City, State, Zip

By: _____

Signature of Duly Authorized Representative

Name:

Title:

Date: February 14, 2024

Sworn to before me this

14 day of February, 2024

Notary Public

Revised 7/15/16

SANDRA L. YATES
Notary Public - State of New York
No. 01YA6427748
Qualified in Oneida County
My Commission Expires 01/30/20 26

Disclosure and Accountability Certification

#5

The County of Oneida ("County") owns the Oneida County Water Pollution Control Plant (the "Plant"), various pump stations, and 45 miles of interceptor sewer for the purpose of conveying and treating sanitary sewage from 15 municipalities. Consequently, the County is subject to Department of Environmental Conservation ("DEC") regulations and permitting.

In 2007, the County and DEC executed Consent Order R6-20060823-67-M2 requiring upgrades to the plant and a certain pump station in order to eliminate sewage overflows. The parties modified the consent in 2021 to extend the County's deadline for completing the upgrades. The terms and conditions of this consent order were satisfactorily completed by the adjusted compliance deadline of December 31, 2022.

On May 24, 2018, the County and the DEC executed Consent Order R-6-20170202-05 concerning air quality emissions from sewage sludge incinerators at the Plant. The County has since decommissioned the incinerators and completed construction of anaerobic digesters in 2019. The anaerobic digesters replaced the incinerators and were put into service in July 2019. As part of the consent order, the County was required to pay a penalty to the DEC and to fund an environmental benefit project. Although the consent order is older than five years, the County discloses it here because it anticipates the DEC and the County amending the consent order in 2024 to identify a different environmental project.

In August 2019, the DEC detected an air quality violation from the Plant incinerator stack. The Plant incinerators, as discussed, were in the process of being decommissioned and replaced with anaerobic digesters. The anaerobic digesters were put into service in July 2019. The DEC and the County negotiated Consent Order R6-20191028-33, which requires the payment of a penalty and support of an environmental benefit project. The parties anticipate amending the Consent Order in 2024 to identify a different environmental benefit project.

MARKET NEW YORK INCENTIVE PROPOSAL
PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBES

ESD is required to comply with and implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

- a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for *New York State certified* Minority-owned Business Enterprises (“MBEs”) and Women-owned Business Enterprises (“WBEs”), collectively MWBES.
- b) For purposes of this project, ESD hereby establishes the following MWBE participation requirements:

Overall MWBE Participation Requirement: 30% (totaling no less than \$37,500)

- c) For purposes of providing meaningful participation by MWBES on the project and achieving the project goals established herein, Recipient should reference the directory of New York State certified MWBES found at the following internet address:

<https://ny.newnycontracts.com>

Additionally, Recipient may contact ESD’s Office of Contractor and Supplier Diversity (“OCSD”) to discuss additional methods of maximizing participation by MWBES on the project.

- d) Recipient is required to submit a completed Non-Discrimination and Equal Employment Opportunity Policy Agreement (Form OCSD-1) prior to the first disbursement.
- e) For all incentives the Recipient and any contractors or sub-contractors are required to provide to OCSD (i) an MWBE Staffing Plan (Form OCSD-2) prior to the first disbursement, where ESD’s effective contribution is equal to or greater than \$250,000, and (ii) Workforce Utilization Reports (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. If the first disbursement is also the final disbursement, the Recipient may submit only the final Workforce Utilization Report. Workforce Utilization Reports must be submitted to OCSD via email in, **excel format only**, to OCSD@esd.ny.gov.



MARKET NEW YORK INCENTIVE PROPOSAL
PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBEs

The Recipient shall also require each of its sub-contractors to submit a Workforce Utilization Report (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. The Workforce Utilization Report must be sent by email in excel format only to ESD.

- f) Recipient is required to submit an MWBE Utilization Plan (Form OCSD-4) no later than ten (10) days after the execution of this Incentive Proposal.
 - If additional time is required to prepare an acceptable and effective MWBE Utilization Plan, the Recipient may submit a written extension request to OCSD or the assigned OCSD Project Manager. The extension request must explain why additional time is needed and provide an estimated date of submission for the MWBE Utilization Plan.
 - Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to OCSD for approval.
- g) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of acceptance or issue a Notice of Deficiency within twenty (20) days of receipt.
- h) If a notice of deficiency is issued, Recipient agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt by submitting to OCSD a written remedy in response to the Notice of Deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals (Form OCSD-5, Waiver Request). Failure to file the Waiver Request in a timely manner may result in a finding that Recipient has intentionally or willfully failed to comply with the requirements of New York State Executive Law Article 15-A and the MWBE provisions outlined herein.
- i) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:
 - 1. If a Recipient fails to submit an MWBE Utilization Plan;
 - 2. If a Recipient fails to submit a written remedy to a Notice of Deficiency;
 - 3. If a Recipient fails to submit a request for waiver; or
 - 4. If ESD determines that the Recipient has failed to document "Good Faith Efforts."

MARKET NEW YORK INCENTIVE PROPOSAL
PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBES

- j) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.
- k) The Recipient understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- l) Recipient is required to submit a periodic MWBE Compliance & Payment Report to OCSD by the 10th day following either the end of each (i) month, for construction contracts in excess of \$100,000, or (ii) quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the MWBE project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The New York State Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and sub-vendors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. Payment information and confirmation must be submitted by the 10th day following the end of each month or quarter, as applicable. For additional information regarding this process, please contact OCSD.

Periodic compliance and payment reports may also be completed manually (Form OCSD-6, MWBE Compliance & Payment Report) and submitted to OCSD or the assigned OCSD Project Manager.

- m) "Good Faith Efforts" is the standard applied to the MWBE participation requirements in all applicable ESD incentives. Recipients shall adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include MWBE participation in all categories where MWBE participation potential exists. In order for OCSD to evaluate "Good Faith Efforts", Recipients must maintain detailed records of its efforts to include MWBEs in the performance of the project.

For additional details regarding "Good Faith Efforts," please review 5 NYCRR §142.8 (MWBE Rules and Regulations), available at:

http://esd.ny.gov/MWBE/Data/OFFICIAL_COMPILATION_OF_MWBEBEGS.pdf

MARKET NEW YORK INCENTIVE PROPOSAL
PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBES

- n) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “Good Faith Efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a finding may result in the recapture of grant proceeds. Such MWBE Recapture may be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.
- o) Recipient’s demonstration of Good Faith Efforts shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.

Any questions relating to the MWBE requirements stated herein may be directed to OCSD at ocsd@esd.ny.gov. Recipient may also address any inquiries relating to the above MWBE requirements to the respective OCSD Project Manager.

Forms OCSD-1 through OCSD-6 may be completed by hand, or fillable Word versions are available upon request. All forms can be found at: <https://esd.ny.gov/about-us/corporate-info>. Documents relating to MWBE requirements outlined herein must be provided to OCSD in one of the following ways:

1. In an email to ocsd@esd.ny.gov;
2. Through the New York State Contract System (<https://ny.newnycontracts.com>); or
3. By postal mail, addressed to:
Empire State Development
Office of Contactor & Supplier Diversity
633 Third Avenue, 35th Floor
New York, NY 10017

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.



MARKET NEW YORK INCENTIVE PROPOSAL
GENERAL INFORMATION FOR NOT-FOR PROFIT ORGANIZATIONS

New York State Grants Gateway

As part of Governor Cuomo's initiative to better serve the people of the State of New York, a web-based grants management system, Grants Gateway, was launched in spring 2013 to improve the way grants are administered by the State of New York. Grants Gateway also offers not-for-profit organizations a portal to search for available and anticipated grant opportunities, download grant opportunities, and register to receive email notifications when specific types of grant opportunities are posted. All not-for-profit organizations receiving funds from ESD must be prequalified in Grants Gateway prior to ESD Directors' approval and the execution of a Grant Disbursement Agreement or Loan Agreement.

Grants Gateway Prequalification Process

1. Register with the Grants Gateway

- The Registration Form is available for download at www.grantsreform.ny.gov. The Registration Form can be accessed by clicking the link at the top of the page in yellow labeled "[Click HERE to access the Portal or browse for more information below](#)".
- Include your State Financial System ("SFS") Vendor ID on the Form; if you are a new vendor and do not have a SFS Vendor ID, include a Substitute for W-9 with your signed, notarized registration (also available from the Grants Reform Web site).
- All registrations must include an Organization Chart in order to be processed.
- Mail the completed Registration Form, Organization Chart that shows the Head of your Organization, and Substitute W-9 (if new vendor) to:
NYS Grants Reform
99 Washington Avenue
Room 1530
Albany, NY 12210-2814
- When you receive your login information via email, log in and change your password. This password will allow access to the Grants Reform Web site.

2. Associate your organization with a State agency (ESD) by clicking on Organization(s) and then selecting Organization Information; complete all required fields.

If you have questions about the Prequalification application, please contact the Grants Reform Team by emailing GrantsReform@Budget.ny.gov with "Prequalification" in the subject line.

Attorney General's Charities Bureau and State Comptroller's VendRep System

Prior to ESD Directors' approval and execution of a Grant Disbursement Agreement or Loan Agreement, not-for-profit organizations must be registered and up-to-date with its filings with the New York State Office of the Attorney General's Charities Bureau ("OAG") and the New York State Office of the State Comptroller's VendRep System ("OSC"). Information on registration is below.

OSC

E-mail: ciohelpdesk@osc.state.ny.us

Phone: Toll free: (866) 370-4672

Locally within the Albany NY area: (518) 408-4672

http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm

OAG

E-mail: charities.bureau@ag.ny.gov

Phone: (212) 416-8401

<http://www.charitiesnys.com/home.jsp>

Phone: Toll free: (866) 370-4672

Locally within the Albany NY area: (518) 408-4672

http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, Anthony J. Picente, Jr. (CONTRACTOR OR GRANT REPRESENTATIVE),

the County of Oneida (GRANTEE/COMPANY NAME)

agree to adopt the following policies with respect to the project being developed or services rendered at

2024 IIHF Women's World Championship

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(c) At the request of the ESD, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(d) Organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
(e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this contract.

MWBE PARTICIPATION (MWBE)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

- (2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.
(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

SDVOB PARTICIPATION (SDVOB)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the SDVOB contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified SDVOBs, including solicitations to contractor associations.
(2) Request a list of State-certified SDVOBs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.
(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.
(4) Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs and encourage the formation of joint venture and other partnerships among SDVOB contractors to enhance their participation.
(5) Document and maintain records of bid solicitation, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.
(6) Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage SDVOB participation.

Agreed on this 14th day of February 2024.

By: [Handwritten Signature]
(SIGNATURE)

Print Name:

Title: Oneida County Executive



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Minority & Women-owned Business Enterprise-Equal Employment Opportunity Liaison

James Genovese, Commissioner of Planning _____ (name of designated contractor/grantee liaison) is designated as the Minority and Women-owned Business Enterprise Liaison responsible for administering the Minority and Women-owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____% Minority Business Enterprise Participation

_____% Women's Business Enterprise Participation

30 % **TOTAL/OVERALL M/WBE Participation Goal**

EEO Contract Goals

NOT APPLICABLE % Minority Labor Force Participation

NOT APPLICABLE % Female Labor Force Participation

SDVOB Contract Goals

_____% Service Disabled Veteran Business Participation



(Signature of Contractor's Authorized Representative)

- *Name: Anthony J. Picente, Jr.
- *Company: Oneida County
- *Title: Oneida County Executive
- *Phone: (315) 798-5800
- *Fax: (315) 798-5603
- *Address: 800 Park Avenue Utica, NY 13501
800 Park Avenue Utica, NY 13501



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

Amanda L. Cortese-Kolasz
County Attorney

April 30, 2024

FN 20 24-262

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

ECONOMIC DEVELOPMENT AND TOURISM

Re: **Syracuse Hibernian Festival Corporation
Agreement for Budget Appropriation**

WAYS & MEANS

Dear County Executive Picente:

Please find attached, for your review and consideration, an agreement for a budget appropriation between the County and the Syracuse Hibernian Festival Corporation pursuant to County Law § 224(14).

The agreement proposes to provide \$10,000.00 in funding to the Syracuse Hibernian Festival Corporation.

If the enclosed meets with your approval, I respectfully request that you 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,

Amanda L. Cortese-Kolasz

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 4-30-24

Oneida Co. Department: Budget

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Syracuse Hibernian Festival Corporation
120 Walton Street
Syracuse, New York 13202

Title of Activity or Service: Appropriation

Proposed Dates of Operation: Upon execution – August 31, 2024

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services:

To publicize the advantages of Oneida County and the region by advancing, fostering, and promoting economic development within Oneida County, as well as contributing to, and promoting, the cultural development of the residents of Oneida County.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing:

Total Funding Requested: \$10,000.00 **Account #**

Oneida County Dept. Funding Recommendation: \$10,000.00

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement"), made this _____ day of _____, 2024, by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York (hereinafter the "County"), and the Syracuse Hibernian Festival Corporation, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office located at 120 Walton Street, Syracuse, New York (hereinafter the "Cultural Heritage Corporation").

WHEREAS, the Cultural Heritage Corporation publicizes the advantages of Oneida County and the region, by advancing, fostering, and promoting economic development within Oneida County, as well as contributing to, and promoting, the cultural development of the residents of the Oneida County, and

WHEREAS, the County deems it desirable to appropriate a sum of money to help finance such activities.

NOW, THEREFORE, in consideration of the covenants and agreements hereafter set forth, and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree, as follows:

1. The Cultural Heritage Corporation agrees to publicize the advantages of Oneida County and the region by advancing, fostering, and promoting economic development within Oneida County, as well as contributing to, and promoting, the cultural development of the residents of the Oneida County, as herein set forth in Exhibit "A," which is attached hereto and made a part hereof.

2. For the services provided by the Cultural Heritage Corporation, pursuant to the terms hereof, the County agrees to pay to the Cultural Heritage Corporation the sum of Ten Thousand and 00/100 Dollars (\$10,000.00). Such payment shall be made by the County after receipt of a voucher presented by the Cultural Heritage Corporation on forms prescribed by the County, and after audit and approval by the County Department of Audit and Control, and the County Comptroller.

3. The Cultural Heritage Corporation agrees to submit a financial report covering its latest completed fiscal year, prepared in accordance with generally accepted accounting procedures and principles for not-for-profit organizations, and in full compliance with state and federal, laws and regulations. Such report shall be submitted to the County Comptroller prior to this Agreement being executed or funds being dispersed. The Cultural Heritage Corporation further agrees to submit a complete line-item budget for the year 2024 to the County Comptroller

prior to this Agreement being executed or funds dispersed. Representatives of the County shall have the right to examine the books and records of the Cultural Heritage Corporation at any reasonable time during any business day on reasonable notice given to the President, Treasurer or Executive Director, of the Cultural Heritage Corporation.

4. The Cultural Heritage Corporation acknowledges, covenants and agrees, that officers, agents, directors and employees of the Cultural Heritage Corporation, in accordance with the status of the Cultural Heritage Corporation as an independent contractor, covenant and agree that they will conduct themselves consistent with such status; that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and they will not by reason thereof, make any claim, demand or application to, or for, any right or privilege applicable to an officer or employee of the County, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

5. This Agreement is in accordance with Section 224 (14) of the County Law of the State of New York.

6. The Cultural Heritage Corporation shall defend, indemnify and hold harmless, the County and its officers, agents and employees, from any and all liability, claim, loss, damage, demand, cause of action and/or judgment, including reasonable attorney's fees, arising out of any and all injuries to persons or property, of whatever kind or nature, that may arise as a result of this Agreement and/or the performance provided for in this Agreement.

7. The Cultural Heritage Corporation shall, upon receipt of any and all of the payments from the County, deposit said payments in a separate account so that local use of County funds may be identified and evaluated. On or before December 31, 2024, the Cultural Heritage Corporation shall render to the County Comptroller a verified account of any and all disbursements made from County funds, with attached verified or certified vouchers, and shall refund any unused funds to the County.

8. The Cultural Heritage Corporation represents, warrants, and covenants, that it is a not-for-profit corporation duly organized and validly existing under the laws of New York, registered with the New York State Office of the Attorney General (or otherwise exempt therefrom) and has the authority to enter into this Agreement.

9. This Agreement shall be governed by and construed in accordance with, the laws of the State of New York.


10. This Agreement may not be altered, amended, changed, modified, waived, or terminated in any respect or particular, unless the same shall be in writing signed by the party to be bound. No waiver by the County of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

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

COUNTY OF ONEIDA

SYRACUSE HIBERNIAN FESTIVAL CORPORATION

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

By:  _____
Print Name: Martin J. Cahill
Title: Chairperson

Approved

By: _____
Amanda L. Cortese-Kolasz
County Attorney

Exhibit A

Central New York (CNY) Irish Festival Mission Statement

The mission of the CNY Irish Festival is to promote the rich cultural heritage of Ireland throughout Oneida County and the Mohawk Valley.

Festival attendees will come for the music, but they will also be introduced to Oneida County as a vacation destination.

The CNY Irish Festival is family-friendly and features Irish music and events such as highland games, Irish dance, and camping. The bands who are performing are nationally and internationally known and draw large multi-generational audiences everywhere they play.

The CNY Irish Festival has an economic impact on our area. We hire local food, beverage, and merchandise vendors. We are sourcing services including sound/lights, stage, security, tents, and other supplies and equipment from businesses in our region.

We, at the CNY Irish Festival, take pride in providing a well-run, quality festival for all who attend. It is a win-win for the festival-goers and for Oneida County.



Griffiss International Airport

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

ANTHONY J. PICENTE, JR.
County Executive

EDWARD A. ARCURI
Commissioner

May 13, 2024

FN 20 24-263

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

AIRPORT

WAYS & MEANS

Dear County Executive:

On May 8, 2024, the Board of Legislators approved Resolution Number 209 which approved the acceptance of the master agreement for Consulting Services with C & S Engineers, Inc. to work on Tax Order # 18. This will provide professional consulting and design services relative to the renovation of the existing Air Traffic Control Tower located at Griffiss Air Base. The County has already accepted a grant from the Federal Aviation Agency which will cover ninety percent of the cost, with New York State and Oneida County evenly splitting the final ten percent of the project.

I therefore request the establishment of a capital project and request your Board's approval of the following:

A.) Establishment of **Capital Project H – AIR - 132 – Control Tower Design & Rehab**

B.) Funding for the Capital Project H – AIR – 132 is as follows:

H – AIR – 132 – 4592 – Federal Aid	\$ 146,821.00
H – AIR – 132 - 3589 – State Aid.....	\$ 8,157.00
H – AIR – 132 – 5031-000 – Transfer / Other Fund.....	\$ 8,157.00
Totals	<u>\$ 163,135.00</u>

C.) Expenses:

H – AIR – 132-56120 – Capital Outlay – Airport.....	<u>\$ 163,135.00</u>
---	-----------------------------

Thank you for kind attention to this request.

Very truly yours,

Edward Arcuri
Commissioner of Aviation

CC: Comptroller
County Attorney

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

Anthony J. Picente, Jr.
County Executive
Date 5-14-24



Griffiss International Airport

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

ANTHONY J. PICENTE, JR.
County Executive

EDWARD ARCURI
Commissioner of Aviation

FN 20 24-264

April 29, 2024

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

AIRPORT

WAYS & MEANS

Re: Lease Agreement - Assured Information Security, Inc.
Building 221

Dear County Executive Picente:

Please consider acceptance of this Lease Agreement between the County of Oneida and Assured Information Security, Inc.

The initial term of this lease agreement shall be for a period of three (3) years, commencing on March 14, 2024 and ending on March 13, 2027. Following the expiration of the initial term, each year for five (5) consecutive years this lease agreement may be renewed upon mutual agreement of the parties. Total revenue for the initial term (3 years) shall be \$331,380, with a 3% escalator applied to the rent in each year in any renewal term.

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

Thank you for your continued support.

Sincerely,

Edward A. Arcuri
Commissioner of Aviation

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

Anthony J. Picente, Jr.
County Executive

Date 4-30-24

Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Assured Information Security (AIS)
153 Brooks Road
Rome, NY 13441

Title of Activity or Service: Lease

Proposed Dates of Operation: March 14, 2024 to March 13, 2027 (Initial Term)

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: This is a lease agreement for the entirety of Building 221. The initial lease term is for three years with five(5) consecutive one-year renewal options upon mutual agreement of the parties.

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

3) Program Design and Staffing N/A

Total Funding Requested: N/A - Revenue

Account #

Oneida County Dept. Funding Recommendation: \$331,380.00 in revenue for the Initial Term. If all renewal terms are exercised, the total revenue will be \$970,920.54.

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

EDWARD A. ARCURI
Commissioner of Aviation

LEASE AGREEMENT

This LEASE AGREEMENT (hereafter referred to as the "Lease Agreement") is made and entered into this ___ day of _____ 2024, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and ASSURED INFORMATION SECURITY, INC., a corporation organized and existing under the laws of the State of New York with its principal place of business located at 153 Brooks Road, Rome, New York, 13441 (hereinafter referred to as "Tenant").

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

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, the entirety of the building commonly known as Building 221, 116 Langley Road, Rome, New York, 13441 consisting of a total of 2,224 +/- square feet of office space, together with 17,916 +/- square feet of hangar space hereinafter referred to as "Demised Premises."

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

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

2. Term.

a. The Term of this Lease Agreement shall be for a period of three (3) years, commencing on March 14, 2024 and ending on March 13, 2027, (the "Initial Term"), unless this Lease Agreement is sooner terminated in accordance herewith by either party providing sixty (60) days advance written notice. Following the expiration of the Initial Term, each year for five (5) consecutive years this Lease Agreement may be renewed for an additional one (1) year term (each a successively numbered "Renewal Term"), upon mutual written agreement of the parties. Also, the Tenant hereby agrees that the rent to be charged during any Renewal

Term shall be increased by adding three percent (3%) to the base rent that was in effect during the immediately preceding twelve (12) months.

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

3. Base Rent.

a. As and for the use of the Demised Premises, the Tenant shall pay Rent during the Initial Term of this Lease Agreement in the total sum of Three Hundred Thirty-one Thousand Three Hundred Eighty and 00/100 Dollars (\$331,380.00). Tenant may opt to pay Rent during the Initial Term in one (1) lump sum payment at the commencement of this Lease Agreement, or may make payments over thirty-six (36) equal monthly installments of Nine Thousand Two Hundred Five and 00/100 Dollars (\$9,205.00) each.

b. The Rent to be charged during the First Renewal Term would be the total sum of One Hundred Thirteen Thousand Seven Hundred Seventy-Three and 80/100 Dollars (\$113,773.80), payable in twelve (12) equal monthly installments of Nine Thousand Four Hundred Eighty-One and 15/100 Dollars (\$9,481.15).

c. The Rent to be charged during the Second Renewal Term would be the total sum of One Hundred Seventeen Thousand One Hundred Eighty-Seven and 01/100 Dollars (\$117,187.01), payable in twelve (12) equal monthly installments of Nine Thousand Seven Hundred Sixty-Five and 58/100 Dollars (\$9,765.58).

d. The Rent to be charged during the Third Renewal Term would be the total sum of One Hundred Twenty Thousand Seven Hundred Two and 62/100 Dollars (\$120,702.62), payable in twelve (12) equal monthly installments of Ten Thousand Fifty-Eight and 55/100 (\$10,058.55).

e. The Rent to be charged during the Fourth Renewal Term would be the total sum of One Hundred Forty-Two Thousand Three Hundred Twenty-Three and 70/100 Dollars (\$142,323.70), payable in twelve (12) equal monthly installments of Eleven Thousand Eight Hundred Sixty and 31/100 Dollars (\$11,860.31).

f. The Rent to be charged during the Fifth Renewal Term would be the total sum of One Hundred Forty-Five Thousand Five Hundred Ninety-Three and 41/100 Dollars (\$145,593.41) payable in twelve equal monthly installments of Twelve Thousand Two Hundred Sixteen and 18/100 Dollars (\$12,216.18).

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

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

i. Rent as detailed herein shall include all costs for electricity, water, gas and sewer services.

4. Installation of Intelligent Facility and Security Systems equipment.

Landlord shall provide and have installed a Genetec intelligent facility and security system which shall include door hardware, Genetec controller and card reader for access control to the Demised Premises at Tenant's request. Landlord is in receipt of a price proposal for the same in the amount of \$10,082.00. Tenant shall be responsible for reimbursement of this cost, in full, to Landlord with payment to be billed and made upon commencement of this Lease Agreement.

5. Security Deposit and Personal Guarantee.

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

6. Insurance and Indemnification.

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

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

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

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

3. County of Oneida, and all other parties required of the Landlord,

shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

ii. Commercial Umbrella

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

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

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

iii. Workers' Compensation and Employer's Liability

1. Statutory limits apply.

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

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

d. Indemnification:

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

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

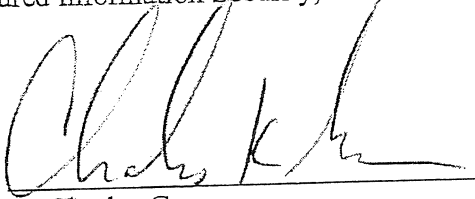
iii. The indemnification provisions of this paragraph shall survive the expiration or termination of this Lease Agreement.

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

County of Oneida, Landlord

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

Assured Information Security, Inc., Tenant

By: 
Charles Green
Chief Executive Officer

Approved:

Amanda Cortese-Kolasz, Esq.

Exhibit A

EXHIBIT A - GENERAL TERMS AND CONDITIONS

- 1. Late Charge.** If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of five percent (5%) of the amount due, in addition to any reasonable attorneys' fees, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.
- 2. Proration of Rent.** In the event that the Term of this Lease Agreement begins or terminates on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Demised Premises was enjoyed by Tenant.
- 3. Delivery of Rent.** Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 66● Hangar Road, Rome, NY 13441, or to such other place or places as Landlord may, from time to time, designate, in writing.
- 4. Permitted Uses; Prohibited Uses.**

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

 - a.** Tenant shall not permit the Demised Premises to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, except that the Tenant may maintain only limited amounts of hazardous or flammable materials in approved storage containers on or about the

Demised Premises required for the normal course of conducting Tenants business. Aviation fuels, gasoline and other like products will be stored in designated locations and storage facilities and will comply with all Federal, State and Local laws, environmental compliance laws and regulations and comply with local fire codes. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Demised Premises, and, if such environmental damage resulting from Tenant's use of the Demised Premises is discovered, Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage. Furthermore, Tenant shall notify Landlord, in writing, of any incident or occurrence which results in environmental damage within twenty-four (24) hours after such incident or occurrence or following the discovery of same.

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

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

10. Obligations of Tenant.

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

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

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

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

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

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

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

repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs upon proper demand by Landlord.

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

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

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

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

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

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

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

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

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

12. Reservation of Rights by Landlord.

a. Development. Landlord reserves the right to further develop and improve the Airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the Airport, Landlord reserves the right upon reasonable notice to enter upon the

Demised Premises and make improvements to same. Landlord shall make every effort to minimize the disruption of normal Airport usage during periods of repair or further development of the Airport.

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

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

13. Right of Access and Inspection.

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

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

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

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

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

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

18. Sublease.

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

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

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

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

21. Alterations; Liens.

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

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

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the Demised Premises by any persons contracting with Tenant for the destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Demised Premises. All materialmen, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Demised Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

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

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

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

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

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

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

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

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

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

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

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

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

24. Landlord's Lien. Tenant hereby gives and grants to Landlord a lien upon, and pledges as collateral to the Landlord in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed, or stored by Tenant at the Airport, and Tenant agrees that in the event of any failure on the part of Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for sixty (60) days of any specified rent, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon an indebtedness due, or damage sustained by Landlord without prejudice to further claims thereafter to arise under the terms of this Lease Agreement.

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

26. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2023

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

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

PRODUCER Gilroy Kernan & Gilroy 210 Clinton Rd New Hartford NY 13413	CONTACT NAME:	
	PHONE (A/C, No, Ext): 315-768-8888	FAX (A/C, No): 315-768-8600
	E-MAIL ADDRESS: Service@gkgrisk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Insurance Co	35289
INSURED Assured Information Security Inc. 153 Brooks Road Rome NY 13441	INSURER B : Valley Forge Insurance Company	20508
	INSURER C : Indian Harbor Ins Company	36940
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1350383504 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6016758198	12/11/2023	12/11/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			6016758217	12/11/2023	12/11/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6016758203	12/11/2023	12/11/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6016758220	12/11/2023	12/11/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Technology Product & Services			903613805	12/11/2023	12/11/2024	Each Occurrence Aggregate	5,000,000 5,000,000

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

CERTIFICATE HOLDER County of Oneida 800 Park Ave Utica NY 13501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

Amanda L. Cortese-Kolasz
County Attorney

FN 20 24-265

May 14, 2024

AIRPORT

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

WAYS & MEANS

Re: Deeds, Easements and Covenants Required for the Triangle Site Development

Dear County Executive Picente:

As you are aware, the County is diligently working on development of the Triangle Site at Griffiss International Airport. Development of this site will require certain deed conveyances to the County, as well as certain easement conveyances to and from the County in order to complete the infrastructure improvements associated with the FAST NY award from New York State to the County. In addition, development of this site requires environmental mitigation measures that will include necessary conveyance of conservation easement(s) to the County and implementation of conservation easements and restrictive covenants on the County-owned property at and around the site of the former Oneida County Airport.

The legal work on this project is progressing and time is of the essence now with the award of the FASY NY funding. The County Charter requires the Board of County Legislators to approve all conveyances of real property. I interpret this provision to also require the Board of County Legislators to approve placement of any easement or restrictive covenant on County property by the County. In order to facilitate smooth implementation of this project, I respectfully request a resolution authorizing the County to convey and or accept conveyance of any real property title, easement, and/or restrictive covenant deemed necessary as part of the Triangle Site development in a form and upon such terms and conditions as approved by the County Attorney.

Should you have any questions or concerns, or should you require further information, please do not hesitate to contact me.

Respectfully submitted,

Amanda L. Cortese-Kolasz

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

Anthony J. Picente, Jr.
County Executive
Date 5-14-24



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 16, 2024

FN 20 24-266

Gerald Fiorini, Chairman
Board of Legislators
800 Park Avenue
Utica, NY 13501

PUBLIC WORKS

WAYS & MEANS

Dear Chairman:

The Road Machinery Fund has experienced some unanticipated cost which were not included in the original 2024 budget. The Taberg garage roof need some emergency repairs and at the Oriskany garage the lift also needed some emergency repairs. Also, the Oriskany's Building Management System has reached its end of life prematurely and needs to be replaced.

Other additional cost not included in the Road Machinery's Fund 2024 Budget include the County's decision to equip county vehicles with GPS Units.

Fortunately, there are some funds available in the Road Machinery Fund Balance to cover these additional expenses.

I therefore request your Boards approval of the following 2024 Supplemental Appropriation:


TO:	
M 5130 5130 – 492 – 000 Computer Software.....	\$ 16,000.00
M 5130 5130 – 493 – 000 Maintenance, Repair & Service.....	\$ <u>20,000.00</u>
Total.....	\$ 36,000.00

This supplemental appropriation will be fully supported by:

M 599 – Appropriated Fund Balance.....	\$ 36,000.00
--	--------------

Thank you for your kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 16, 2024

Gerald Fiorini, Chairman
Board of Legislators
800 Park Avenue
Utica, NY 13501

FN 20 211-267

PUBLIC WORKS

Dear Chairman:

WAYS & MEANS

The County Road Fund has experienced some unanticipated cost which were not included in the original 2024 budget. The County upgraded its asset management software recently and did not include the annual maintenance fees in their 2024 budget in error.

Fortunately, there is an anticipated surplus in the Other Materials and Supplies account which will cover this oversight.

I therefore request your Boards approval of the following **2024** Funds Transfer:

TO:

D 3310 3310 492 - 000 Computer Software..... \$ 10,000.00

FROM:

D 3310 3310 491 - 000 – Other Materials and Supplies.....\$ 10,000.00

Thank you for your kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget.



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

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

May 15, 2024

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

FN 20 24-268

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

In 2018, the County of Oneida and Town of New Hartford contracted with Barton & Loguidice, D.P.C. to prepare plans and specifications for the reconstruction of a bridge (BIN 2206280) on Clinton Street over Sauquoit Creek in the Town of New Hartford. This bridge is owned by the Town and all project costs will be covered by federal funds (80%) and Town funds (20%). Oneida County is acting as project sponsor but is not responsible for any costs.

During the preliminary design phase, additional effort outside the original scope of work was required. This effort is attributed to the advanced detail design work completed after design approval to address the flooding concerns identified by the New York State Department of Transportation and Sauquoit Creek Basin Intermunicipal Commission.

Enclosed is Supplemental Agreement No. 1 to the contract with Barton & Loguidice, D.P.C. to provide the aforementioned additional services for an additional fee in the amount of \$137,000.00. The revised maximum amount payable would be \$407,000.00.00. If this supplemental agreement is acceptable, please forward it to the Oneida County Board of Legislators for approval.

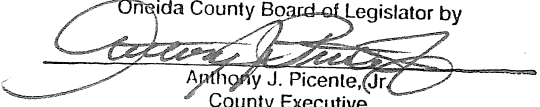
Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

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


Anthony J. Picente, Jr.
County Executive

Date 5-16-24

Oneida County Department: Public Works

Competing Proposal Only Respondent Sole Source RFP Other

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	Barton & Loguidice, D.P.C. 443 Electronics Parkway Liverpool, NY 13088
Title of Activity of Service:	Professional Consulting Services – Supplemental Agreement #1
Proposed Dates of Operation:	7/15/2018 – 9/30/2028
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following Supplemental Agreement #1 is required for the bridge maintenance, rehabilitation, and reconstruction project which is approved in the State Transportation Improvement Plan.

The subject bridge is owned by the Town of New Hartford. Oneida County offered assistance to the Town of New Hartford regarding PIN 2754.41 and NYSDOT designated Oneida County as Project Sponsor. During the preliminary design phase additional effort, outside the current scope was completed. This effort is attributed to the advanced detail design work completed after design approval to address the flooding concerns identified by the NYSDOT and Sauquoit Creek Basin Intermunicipal Commission. An additional fee in the amount of \$137,000.00 is required to cover this additional design effort. The revised maximum amount payable would be \$407,000.00.00

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

3) Program Design and Staffing: N/A

4) Funding	Account #:	H-DPW-045
	Total Funding Requested:	\$407,000.00
	Oneida County Dept. Funding Recommendation:	\$407,000.00
	Proposed Funding Sources	
	Federal:	\$305,250.00
	Town:	\$101,750.00
	Other:	0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

**Architectural/Engineering
Consultant Agreement**

Supplemental Agreement No. 1

PIN 2751.41

Municipal Contract No. 55387

This Supplemental Agreement No. 1 ("Supplemental Agreement") is made upon the date of its full execution by and between

The COUNTY OF ONEIDA
(the "**County**")

having its principal office at 800 Park Avenue, Utica, New York 13501

and

The **TOWN OF NEW HARTFORD**
(the "**Town,**" and together with the County, the "**Municipalities**")
having its principal office at 8635 Clinton Street, New Hartford, New York 13413

and

BARTON & LOGUIDICE, D.P.C.
with its principal office at 443 Electronics Parkway, Liverpool, New York 13088
(the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this Supplemental Agreement as Clinton Street Bridge over Sauquoit Creek Bridge (BIN 2206280) (the "Project"), the Municipalities engaged the Consultant to provide plans and specifications for such project pursuant to the Engineering Services Agreement between the Municipalities and Consultant, a copy of which is annexed as Attachment A (the "Original Agreement"); and

WHEREAS, the Original Agreement provided that Consultant would perform certain work on the Project, however, additional services were required of the Consultant, increasing the fee required to be paid to Consultant; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA") the Municipalities have selected the Consultant to perform such additional services in accordance with the requirements of this Supplemental Agreement; and

WHEREAS, Anthony J. Picente, Jr., is authorized to enter into this Supplemental Agreement on behalf of the County; and

WHEREAS, Paul A. Miscione, is authorized to enter into this Supplemental Agreement on behalf of the Town;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS SUPPLEMENTAL AGREEMENT

This Supplemental Agreement consists of the following:

- Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" – Original Agreement
- Attachment "B" - Project Description and Funding;
- Attachment "C" – Scope of Services;
- Attachment "D" - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The Consultant shall render all services and furnish all materials and equipment necessary to provide the Municipalities with plans, estimates and other services and deliverables more specifically described in Attachment "B" of the Original Agreement as supplemented by Attachment "B" herein.

2.2 The Consultant shall ascertain the applicable practices of the Municipalities, NYSDOT and/or FHWA prior to beginning any of the work of this Project. All work required under this Supplemental Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "C" herein.

2.3 Except as herein modified, the Original Agreement dated August 14, 2018, including any amendments or revisions thereto not modified herein, remains in full force and effect.

2.4 The Consultant will commence work no later than ten (10) days after receiving notice to proceed from the Municipalities.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

3.1 As full compensation for Consultant's work, services and expenses hereunder, the Municipalities shall pay to the Consultant, and the Consultant agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

3.2 For the additional services rendered pursuant to this Supplemental Agreement, the Consultant shall be paid on a Cost Plus Fixed Fee Method, as described in Section 3.1 of the Original Agreement, with an amount not to exceed **\$137,000**.

3.3 The revised maximum amount payable shall be increased to **\$407,000** as shown on Attachment B.

3.4 Direct Technical Salaries for 2022 shall not exceed the maximums shown in Exhibit A of Attachment D unless approved in writing by the Municipalities. The overhead allowance shall be in accordance with the terms of the Original Agreement, at 172% for Office, in all events not to exceed a revised maximum of 182% and is subject to audit. The fixed fee for these supplemental services will be **\$12,900**.

WITNESSETH WHEREOF, the SIGNED PARTIES have caused this Subcontractual Agreement effective the day and year first above written.

WITNESSETH MATTHEW J. COUGHLIN Esq. Notary Public for the State of New York

County COUNTY OF ORANIDA	Contract MARTON & LOUDICE, P.A.C.
City	<i>[Signature]</i>
Date	Date: April 10, 2024
Town TOWN OF NEW HARTFORD	
<i>[Signature]</i>	
Date	<i>[Signature]</i>

STATE OF NEW YORK

COUNTY OF _____

On this _____ day of _____ 2024 before me the undersigned Notary Public for the State of New York, personally appeared _____ who being by me duly sworn, did depose and say that he is a resident of the City of Rome, New York, that he is the County Executive of the County of Oneida, New York, and that he is duly qualified to execute the Subcontractual Agreement, and that he signed and acknowledged the said Subcontractual Agreement in his official position as a duly authorized representative of the County of Oneida.

Notary Public _____ County, N.Y.

STATE OF NEW YORK

COUNTY OF Oranida

On this 10 day of April 2024 before me the undersigned Notary Public for the State of New York, personally appeared _____ who being by me duly sworn, did depose and say that he is a resident of the Town of New Hartford, New York, that he is the Town Supervisor of the Town of New Hartford, New York, and that he is duly qualified to execute the Subcontractual Agreement, and that he signed and acknowledged the said Subcontractual Agreement in his official position as a duly authorized representative of the Town of New Hartford.

[Signature]
Notary Public _____ County, N.Y.

Notary Public for the State of New York
My Commission Expires: _____
My Commission No. _____

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On this 10th day of April, 2024 before me personally came Matthew J. Schooley to me known, who being by me duly sworn, did depose and say that he resides in the Town of Aurelius, New York; that he is the Executive Vice President, of the corporation described in and which executed the above instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of the corporation.

Jody J. Balduzzi
Notary Public, State of New York
No. 01B.26254753
Qualified in Onondaga County
Commission Expires 1/24/2027

Jody J. Balduzzi
Notary Public, Onondaga County, NY

Attachment A
Original Agreement

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made this day of _____ 2018, by and between the COUNTY OF ONEIDA (hereinafter called "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, NY 13501, the TOWN OF NEW HARTFORD (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 48 Genesee Street, New Hartford, NY 13413, and BARTON & LOGUIDICE, D.P.C. (hereinafter called "Consultant"), a domestic professional corporation, organized and existing under the laws of the State of New York with its place of business located at 443 Electronics Parkway, Liverpool, NY 13088 (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, County and Town require consulting services to assist in preparing detailed plans and specifications for rehabilitation of the Clinton Street Bridge over Sauquoit Creek Bridge (BIN 2206280). Project scope includes bridge replacement with minor approach work; and

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

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

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, Consultant shall provide certain services identified in **Attachment A** (hereinafter "the Services").

1. TERM

1.1. The term of this Agreement shall commence upon a written Notice to Proceed and shall terminate no later than September 30, 2021.

2. NOTICE TO PROCEED

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

3. COMPENSATION

3.1. Consultant will be paid a Lump Sum fee of **Two Hundred Seventy Thousand dollars and Zero cents (\$270,000.00)**, for all services identified in **Attachment A**. Payment shall be made on a basis of Services completed.

3.2. **Attachment B** and **Attachment C** shall be used to calculate payment due for Services performed and reimbursable expenses.

3.2.1. Consultant shall provide detailed cost accounting for all reimbursable expenses.

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

3.4. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including but not limited to (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

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

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

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

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

5. SCOPE OF SERVICES

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

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

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

6. PERFORMANCE OF SERVICES

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

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

6.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

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

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

6.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

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

6.8. Consultant acknowledges and agrees that it and its employees and subconsultants have

no authority to enter into contracts that bind County or Town, or create obligations on the part of County or Town, without the prior written authorization.

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

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

7. NON-ASSIGNMENT

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

8. SUBCONTRACTS

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

8.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of subconsultants to whom it proposes to award any portion of the Services. County shall be provided a copy of any and all agreement(s) between Consultant and any subconsultants regarding the award of any portion of the Services within ten (10) days of their final execution.

8.3. Agreements between Consultant and the subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. CHANGE IN SERVICES

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

10. PROJECT MANAGERS

10.1. County and Town designates the Deputy Commissioner, Division of Engineering, as

their Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County and Town wish to change their representative, Consultant will be notified in writing.

10.2. Consultant designates Matthew Patterson as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in Consultant designated personnel or subconsultant shall be subject to approval by the Project Manager for County and Town.

11. NOTICES

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

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

12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County and Town shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County or Town and therefore shall not make any claim, demand or application for any employee benefit including, not but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of County or Town. County, Town, and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance,

and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

13. ASSUMPTION OF RISK

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

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

13.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

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

14. INSURANCE REQUIREMENTS

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

14.2. Commercial General Liability (CGL) coverage with limits of not less than One Million

Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County and Town shall be included as additional insureds, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

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

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

14.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. County and Town shall be included as additional insureds. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

14.6. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim.

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

14.8. County shall not issue a notice to proceed until certificates evidencing the insurance required by this Section have been provided to County. The certificates shall be on forms approved by County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the

right to require Consultant to provide insurance policies for review by County. Consultant grants County a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

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

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

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

16. BREACH

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

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

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

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

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

16.1.5. County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected, then this will be cause for Agreement termination.

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

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

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

17. TERMINATION

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

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

other compensation or damages and expressly waives same.

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

18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

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

19. ADDENDUM

19.1. Consultant shall comply with **Attachment D**, the Addendum - Standard Oneida County Conditions.

20. NON WAIVER

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

21. CHOICE OF LAW/FORUM

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

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

22. ORDER OF PRECEDENCE

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

22.1.1. **Attachment D**

22.1.2. This Agreement

22.1.3. **Attachment A**

22.1.4. Attachment C

22.1.5. Attachment B

23. SUCCESSORS AND ASSIGNS

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

24. SEVERABILITY

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

25. ENTIRE AGREEMENT

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

26. COUNTERPARTS

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

27. INCORPORATION BY REFERENCE

27.1. The following attachments, attached hereto, are deemed incorporated into this Agreement, whether or not actually attached:

27.1.1. Attachment A – Scope of Services

27.1.2. Attachment B – Staffing Assumptions

27.1.3. Attachment C – Fee Summary

27.1.4. Attachment D – Standard Oneida County Conditions

28. AUTHORITY TO ACT/SIGN

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

Agreement, or to consummate the transactions contemplated herein.

29. ADVICE OF COUNSEL

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

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

COUNTY OF ONEIDA

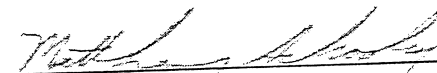


Anthony J. Picente, Jr.
Oneida County Executive

8/14/18

Date:

BARTON & LOGUIDICE, D.P.C.

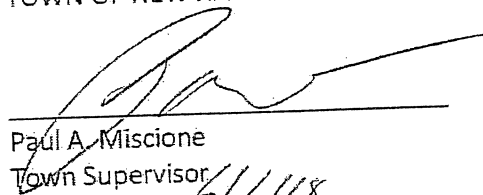


Matthew J. Schooley, P.E.
Senior Vice President

5/22/18

Date:

TOWN OF NEW HARTFORD

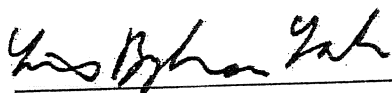


Paul A. Miscione
Town Supervisor

6/6/18

Date:

APPROVED BY



Linda Bylica Lark
Assistant County Attorney

6-15-18

Date:

ATTACHMENT A
Scope of Services
or
Task List

Section 1 - General

1.01 Project Description and Location

This project is known as:

PIN: 2754.41

Project Description: Clinton Street over Sauquoit Creek Bridge

Project Limits: The project includes rehabilitation/replacement of the existing bridge carrying Clinton Street over Sauquoit Creek and approximately 100 feet of approach reconstruction, including 1 rail crossing.

Sponsor(s): Oneida County

County: Oneida

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Project Manager

The **Sponsor's** Project Manager for this project shall be Tim Decker, who can be reached at (315) 793-6228; Fax (315) 768-6299.

All correspondence to the **Sponsor** should be addressed to:

OneidaCounty Department of Public Works
6000 Airport Road
Oriskany, New York 13424

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection (by Supplemental Agreement)
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 6, 7, 8, and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal, TIP application or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans (if available)
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the Sponsor's Project Manager. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the "Cost Control Report". The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period). The **Consultant** will update the project schedule on a monthly basis and provide the updated schedule to the **Sponsor**.

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the *NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual* including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.]

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

Section 2 - Data Collection & Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey.

B. Stream Survey

The **Consultant** will perform field survey necessary to develop stream cross sections for the hydraulic analysis of Sauquoit Creek. The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream.

C. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

D. Supplemental Survey

The **Consultant** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

E. Standards

Survey will be done in accordance with the standards set forth in the *NYS DOT Land Surveying Standards and Procedures Manual* and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1:20 scale mapping with 2.0 foot contour intervals.

The **Consultant** will provide supplemental mapping when needed for design purposes and to keep the mapping current.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits. *It is anticipated that an accident analysis will not be required.*

2.05 Traffic Counts

The **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the *NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual*.

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, and pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators. *It is anticipated that flow diagrams will not be required.*

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the Section 3.4 of the *NYSDOT Bridge Manual*.

2.10 Bridges To Be Rehabilitated

A. Inspection

The **Consultant** will perform a field inspection of the bridge to determine its condition, to establish the rehabilitation work necessary, and to prepare a Level 1 load rating. The intent is to supplement the inspection done as part of the NYSDOT's on-going bridge inspection program, not to duplicate it.

The **Consultant** will perform and document the findings of an in-depth inspection of each bridge in accordance with the current AASHTO "Manual for Condition Evaluation of Bridges."

B. Load Rating of Existing Bridge (N/A)

The **Consultant** will perform a Level 1 rating of the existing bridge in accordance with NYSDOT's *Uniform Code of Bridge Inspection*. Immediately upon completion, the **Consultant** will transmit two copies of the load rating calculations and summary sheets to the **Sponsor** and the Regional Local Projects Liaison for filing.

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the NYSDOT Project Development Manual.

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept and alignment, the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYSDOT Highway Design Manual*.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1:20 plans showing (as a minimum) stationing centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1:20 horizontal and 1:40 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths, bridge rails; guide rails; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide, and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be a **Project Summary Report/Final Design Report (IPP/FDR)**.

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT *Project Development Manual (PDM)*.

The **Consultant** will submit an electronic copy of the DAD to the **Sponsor** for review. The **Sponsor** will review the DAD and provide the **Consultant** with review comments. The **Consultant** will revise the DAD to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with an electronic copy of the signed DAD for distribution to advisory agencies.

The **Consultant** will distribute the DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting and/or Public Hearing

A. Public Information Meeting

The **Consultant** will assist the **Sponsor** at one public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of a public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification.

The Public Information Meeting will occur just prior to the Detailed Development of Alternatives. The purpose for this meeting will be to solicit concerns relative to the alternative, for use by the County in selecting a preferred alternative to advance, together with the null alternative, to the Detailed Development of Alternatives and Design Report phase.

The **Consultant** will assist the **Sponsor** with appropriate notification and will produce, modify as necessary, and provide 30 copies of an informational brochure for distribution.

3.07 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices with assistance from the **Consultant**.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit an electronic copy of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments. The **Consultant** will send one copy to the County.

The **Sponsor** will submit an electronic copy of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through the NYSDOT, Design Approval.

Section 4 - Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Sponsor** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination.

This project is assumed to be a categorical exclusion with documentation.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the **Sponsor** for attestation. (New York State's Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the PLAFAP Manual website.)

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Surface Water
- Ground Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains

- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the PLAFAP Manual, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- A. General Ecology and Endangered Species
- B. Ground Water
- C. Surface Water
- D. State Wetlands
- E. Federal Wetlands
- F. Floodplains
- G. Coastal Zone Management
- H. Historic Resources
- I. Parks - Section 4(f) and Section 6(f) Evaluations
- J. Hazardous Waste
- K. Asbestos
- L. Noise
- M. Air Quality
- N. Energy
- O. Farmlands
- P. Invasive Species
- Q. Visual Impacts

R. Critical Environmental Areas
S. Smart Growth
T. Environmental Justice

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification, including but not necessarily limited to:

- Article 24 Freshwater Wetlands Permit
- Article 25 Tidal Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit
- Safe Drinking Water Act Section 1424(e)
- Migratory Bird Treaty Act
- Coastal Zone Consistency
- Scenic, Wild and Recreational Rivers

4.07 Public Hearing

The **Consultant** will provide exhibits to supplement reports for courtroom purposes.

Before the hearing, the **Consultant** will meet with the **Sponsor** to review the permit or certification application.

The **Consultant** will attend the hearing and, as required, provide expert testimony relevant to the particular application. The **Sponsor** will arrange for and provide any necessary legal assistance at the hearing. The **Consultant's** expert witnesses will have personally been in responsible charge of those aspects of the study to which their testimony is directed.

Section 5 – Right-of-Way (BY NYSDOT)

5.01 Abstract Request Map and/or Title Search

The NYSDOT will complete title searches (abstracts of title) for properties to be acquired by the Sponsor.

5.02 Right-of-Way Survey

The Consultant will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.

5.03 Right-of-Way Mapping

The Consultant will meet with the Sponsor/NYSDOT to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The Consultant will prepare acquisition maps in accordance with the format provided by the NYSDOT.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

The Consultant will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-Way Plan

The Consultant will prepare the Right-of-Way Plan(s) in accordance with the PLAFAP Manual for use by the NYSDOT.

5.05 Right-of-Way Cost Estimates

The NYSDOT will develop cost estimates for the right-of-way to be acquired.

5.06 Public Hearings/Meetings

The NYSDOT will conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law.

5.07 Property Appraisals

The NYSDOT will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s). They will also prepare estimates for the rental of occupied property(ies).

5.08 Appraisal Review

The **NYSDOT** will complete the property appraisals. The **NYSDOT** will recommend a value of "just compensation" to the Sponsor. The Sponsor must set the value of just compensation prior to offers being made to the property owners.

5.09 Negotiations and Acquisition of Property

Property offers must not be made until authorization is granted to the **Sponsor** by the **NYSDOT**.

The **NYSDOT** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the **Sponsor** in order to obtain the property.

5.10 Relocation Assistance (Not Applicable)

The **NYSDOT** will administer relocation assistance to displaced persons and businesses and oversee their relocation and vacating the property.

5.11 Property Management (Not Applicable)

The **NYSDOT** will:

- Prepare an inventory of all improvements acquired.
- Prepare and deliver all required rental notices, rental permits and rental information.
- Collect rentals and payments for salvaged items.
- Maintain improvements in safe and secure manner.
- Oversee the removal of improvements by owners or third party purchasers.
- Demolish improvements when available prior to project construction.
- Dispose of excess right-of-way.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the NYSDOT Bridge Manual. The **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the NYSDOT Bridge Manual.

B. Selected Structural Treatment

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be near 100% complete.

As part of this task the **Consultant** will prepare templated cross sections at 25 ft intervals.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.

The **Consultant** will prepare and submit a copy of the ADP's to the **Sponsor** for review.

The **Consultant** will prepare and submit an electronic copy of the ADPs to the NYSDOT for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., record as-built plans, etc.).

- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.07 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Sponsor** and the NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per the NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges."

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Pre-Bid Meeting (Not Applicable)

The **Consultant** will hold a pre-bid meeting at the site prior to the bid opening. The time and date will be coordinated with the **Sponsor**.

7.03 Bid Opening (Letting)

The **Consultant** will assist the **Sponsor** in holding the public bid opening.

7.04 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
 - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

Section 8 - Construction Support (To Be Included Under Supplemental Agreement)

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

The **Consultant** will attend one pre-construction meeting with the **Sponsor** and selected and approved Contractor.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection (To Be Included Under Supplemental Agreement)

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

9.07 Scope of Services/Performance Requirements

A. Quality

The **Consultant** will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYS DOT Manual of Uniform Recordkeeping (MURK)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when **acceptable**, approve all structural **shop drawings**.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

• Health & Safety/Maintenance and Protection of Traffic

1. The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
2. The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

C. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. The Consultant, when monitoring the Contractor's Equal Opportunity and Labor compliance, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 1 Estimate 6 meetings during the life of this agreement.
Estimate 24 cost and progress reporting periods will occur during the life of this agreement.
- Section 2 Assume that GPS methods and equipment will be used to establish local control points.
Estimate 10 accidents will require analysis.
Estimate 1 capacity analyses will be required.
Estimate 4 soil borings will be taken.
Estimate 2 substructure cores will be taken.
Assume 10-12 stream sections will be required
- Section 3 Estimate 2 concepts will be evaluated for the site.
Estimate 2 design alternative(s) will be analyzed in addition to the null alternative for the site.
Estimate 2 cost estimate(s) plus 1 update will be required.
Estimate 1 bridge will be replaced and 0 will be rehabilitated
- Section 4 Estimate 3 permits will be required.
- Section 5 Estimate 6 ROW Maps will be required
- Section 6 Estimate 2 cost estimate(s) plus 1 update will be required.
Estimate 1 bridge will be replaced and 0 will be rehabilitated.
Estimate 6 utility companies and 1 railroad agencies will be affected.
- Section 7 Estimate 30 copies of the final contract bid documents will be needed.
Estimate advertisements will be placed in 2 publications in addition to the NYS Contract Reporter.

10.02 Technical Assumptions

- A. Major Items of Work:
Replacement/Rehabilitation of Clinton Street Bridge over Sauquoit Creek
- B. The project will be progressed using English units.
- C. Assume bridge rehabilitation concept will be evaluated along with a replacement alternative.
- D. Contract plans and cross-sections will be prepared at ½ size (11"x17"), per NYSDOT requirements.
- E. Assume stream sections and a hydraulic analysis will be required.
- F. Traffic counts will be supplied by County to Consultant. Turning movement traffic counts will be required for 1 intersection.
- G. Assume wetland delineation will not be required.
- H. Assume a 4(f)/106 evaluation and Historic American Engineer Record (HAER) will NOT be required for this project.
- I. Assume that the SHPO will give no impact determination for this site.
- J. Assume 1 Public Information Meeting and no public hearing will be required.
- K. Assume 6 ROW takings will be required.
- L. Survey and mapping will include a 100 foot bandwidth extending 100 feet onto bridge approaches of Clinton Street. The survey shall extend 300 feet south on Clinton Street through the parking lot of Pizza Boys and 300 +/- across the Sauquoit Creek which will include a 70' bandwidth to accommodate a temporary pedestrian bridge that will tie into the existing Rail Trail. Survey will extend approximately 100' through the 3-way intersection of with Main Street and Burrstone Road to allow for profile adjustments as needed. Survey will include location and elevation of all overhead utility lines within the survey limits.
- M. Assume construction support and construction inspection phase services will be added as a supplemental agreement.



Survey and Mapping
PIN 2754.41 Clinton Street over
Sauquoit Creek
Oneida Co.

February 8, 2018

Understanding of Tasks

Clinton St over Sauquoit Ck

Establish Hor. and Vert. survey control, collect all topographic feature, structure data and stream cross sections, complete computations and prepare CAD base mapping, cross section data, control ties and surface file deliverables, Q/C all per scope provided to advance design alternative – limits per Fig 1

Determine ROW and side property lines, prepare six (6) ROW maps using the NYS DOT format – appropriation information will be incorporated into design files

Fee

See attached cost shell

Technical Assumptions

Design Survey and Mapping

- Access will not be impeded – B&L will contact all adjoining owners prior to survey and inform them of the need to complete the survey and hydraulic cross sections in Sauquoit creek
- NYS DOL 'prevailing wage' rates do apply
- Horizontal and Vertical survey control points and tie sheets will be provided in the mapping.
- One (1) day of supplemental survey and mapping is included.
- 9 hydro sections are anticipated
- Any utility mark outs done for the cores / borings will be made available for mapping.
- Prudent will initiate a 'design tickets' with Dig Safe NY & investigate visible underground utilities on site.
- The site will be free of snow for most the field survey.
- Trees will be located, and common names provided
- The limits of the mapping are as shown on Fig 1
- Six (6) ROW mapping are anticipated
- Title searches and appraisals will be provided by others
- No construction layout or as-built survey is included

Sincerely,
PRUDENT ENGINEERING, LLP

Michael A. Venturo, LS
Principal

ATTACHMENT B
Staffing Assumptions

STAFFING ASSUMPTIONS
 Barton & Loguidice, D.P.C.
 Clinton Street Bridge over Sauquoit Creek
 PIN 2754.41

SECTION	TASK	DESCRIPTION	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr. Project Engineer	Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
1	GENERAL																			
1.05	Project Familiarization.				10				8		6								26	Review existing County-provided information. Site visit.
1.06	Meetings		6		36				6		12							4	56	Progress Report-Summary Sheet per Manual & monthly Invoicing
1.07	Cost & Progress Reporting:		24	6	12														4	102
TOTALS for Section 1			6		58				14		20								4	
2	DATA COLLECTION & ANALYSIS																			
2.01A	Design Survey				1				4										5	By Prudent, B&L to coordinate
2.01B	Stream-Sections			1	2						4								7	By Prudent, B&L to coordinate
2.01C	Survey of Wellands Boundaries																		0	By Prudent, B&L to coordinate
2.01D	Supplemental Survey				1				1										2	
2.02	Design Mapping								6						8				14	B&L to review for completeness and conformance with standards
2.03	Determination of Existing Conditions.								4		4								8	Site visit under Task 1.05; document conditions for DAD
2.04	Accident Data and Analysis								2		4								6	
2.05	Traffic Counts										2								2	Determine existing traffic speeds & volumes; forecast growth. Flow diagram will not be needed.
2.06	Capacity Analysis										4								4	
2.07	Future Plans and Coordination with other Projects																		0	By County. Assumed future plans will have no impact on the scope of the project.
2.08	Soil Investigation												8					1	9	B&L to secure subcontractor services
2.09	Hydraulic Analysis.		4	4							40								48	Hydrology and hydraulics of existing & proposed structures
2.10A	Bridge In-Depth Inspection				8						8								16	Assume superstructure replacement @ a minimum
2.10B	Bridge Deck Evaluation																		0	Not Applicable
2.10C	Load Rating of Existing Bridge																		0	Assume superstructure replacement @ a minimum
2.10D	Fatigue Evaluation																		0	Not Applicable
TOTALS for Section 2			5	16					17		74				8			1	121	
3	PRELIMINARY DESIGN																			
3.01	Design Criteria.				1				1		3								5	and appropriate design criteria for highway classification.
3.02A	Selection of Design Alternatives		1		8				12		24								45	Evaluate two alternatives (replacement/rehabilitation)
3.02B	Detailed Evaluation of Alternative																		0	Evaluate design criteria, drainage & utilities
	Plans: 2				2				16		16				12				46	
	Profiles: 1				2				12		8				12				34	
	Typical Sections: 1				2				18		16				16				50	
	Totals Preliminary Plans: 4				6				44		40				40				130	
3.03	Cost Estimates								4		12								18	
	Initial Estimate:				2				2		4								6	
	Updates (Each): 1								6		18								24	
	Totals Estimating:				2				6		18								24	
3.04	Develop the Draft DAD		2		8						60				16		2	4	92	2 Copies.
3.05	Advisory Agency Review				2						8								10	
3.06A	Public Information Meeting				8						2				16				43	Open House Informational Meeting. Prepare display boards for plans, profile &
3.07	Prepare Design Recommendation. Modify		1		2						8						2	4	17	Resolution and response to comments. 2 copies
TOTALS for Section 3			4		37				65		175				72		4	9	386	

STAFFING ASSUMPTIONS
 Barton & Loguidice, D.P.C.
 Clinton Street Bridge over Sauquoit Creek
 PIN 2754.41

SECTION	TASK	DESCRIPTION	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr. Project Engineer	Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS	
4		ENVIRONMENTAL																	11	Complete NEPA Checklist.	
	4.01	NEPA Classification			1				6			2		2						11	Type II Verification & Documentation
	4.02	SEORA Classification			1				6			2		2							
	4.03	Smart Growth			1																
	4.04	Screenings:																			
		General Ecology and Endangered Species							2					4						6	Endangered Species Inquiry
		Surface Water			1				1					1						3	Identification of Drainage Basins; Erosion and sediment control requirements. SPDES check. File Notice of Intent
		Ground Water							4					1						5	Ground Water Investigation; desk-top survey; provide write-up
		State Wetlands							2					1						3	Review of State-Regulated Wetlands Maps;
		Federal Jurisdictional Wetlands																		0	wetlands
		Floodplains																		0	acquire FEMA maps and studies; determine need for full evaluation
		Coastal Zone Management: Navigable Waterways			1			1						1						3	
		Historic/Archaeological Resources			2				2					4						8	SHPO inquiry letter
		Parks																	0	0	Determine need for 4(f) or 6(f)
		Hazardous Waste			1									4					2	7	desk-top survey, site visit, prepare form for DAD
		Asbestos			1									4					2	7	desk-top survey (record drawings), site visit, prepare form for DAD
		Noise						1						2						3	
		Air Quality						1						2						3	
		Energy						1						2						3	
		Farmland and/or Agricultural Districts						1						2						3	
		Invasive Species																		0	
		Visual Impacts																		0	
		Critical Environmental Areas																		0	
		Complete Streets																		0	
		Environmental Justice																		0	
		Natural Landmarks																		0	
		Coast Guard Bridge Permit																		0	
	4.05	Detailed Studies and Analyses:																			
	4.05A	General Ecology and Endangered Species							4					8						12	
	4.05B	Ground Water												8						12	
	4.05C	Surface Water							4											0	
	4.05D	State Wetlands																		0	
	4.05E	Federal Wetlands																		0	
	4.05F	Floodplains																		0	Not applicable
	4.05G	Coastal Zone Management																		0	
	4.05H	Historic Resources																		0	
	4.05I	Parks - Section 4(f) and Section 6(f)																		0	
	4.05J	Hazardous Waste			1									12						13	
	4.05K	Asbestos			1									12						13	
	4.05L	Noise																		0	
	4.05M	Air Quality																		0	
	4.05N	Energy																		0	
	4.05O	Farmlands:																		0	
	4.05P	Invasive Species																		0	
	4.05Q	Visual Impacts:																		0	
	4.05R	Critical Environmental Areas																		0	
	4.05S	Complete Streets																		0	
	4.05T	Environmental Justice																		0	
	4.05U	Natural Landmarks																		0	
	4.05V	Coast Guard Bridge Permit																	1	29	Complete Joint Application for Permit.
	4.06	Permits and Approvals			4							24									Not applicable
	4.07	Public Hearing:			8							16		16						5	156
		TOTALS for Section 4			15				36			28		72					5	156	

STAFFING ASSUMPTIONS
 Barton & Loguidice, D.P.C.
 Clinton Street Bridge over Sauquoit Creek
 PIN 2754.41

SECTION	TASK	DESCRIPTION	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr. Project Engineer	Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Environmental Scientist III	Principal Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS	
5		RIGHT OF WAY																			
	5.01	Abstract Request Map and/or Title Search			2				4										6		
	5.02	ROW Survey			1				2										3		
	5.03	ROW Mapping			1				2										3		
	5.04	ROW Plan			2				8										10		
	5.05	ROW Cost Estimate			1				2										3		
	5.06	Public Hearings/Meetings																	0		
	5.07	Property Appraisals																	0		
	5.08	Appraisal Review																	0		
	5.09	Negotiations and Acquisition of Property																			
	5.10	Relocation Assistance							2												
	5.11	Property Management			1																
		TOTALS for Section 5			8				20										28		
6		DETAILED DESIGN																			
	6.01	Preliminary Bridge Plan	1	1	4							24			12				41		
		Structure Justification Report		2	4							24			8				38		
		Resolution & Response to Comments			2						8								10		
	6.02	Advance Detail Plans (ADP)													2				3	2 Sets of the following:	
		Title	1		1				8						24				33		
		Typical Sections	1		1				24						32				58		
		M&PT	2		2				8						12				22		
		Construction Sign Text Data	1		2														0		
		Temporary Traffic Signal Plans & Details																	0		
		Maintenance Jurisdiction Table	1		1				4						5				11		
		Miscellaneous Tables & Details	1						8						12				20		
		Plans	1	2	2				24						32				50		
		Profiles	1		1				8						12				21		
		Landscaping & Grading	1		1				8						12				21		
		Sign Text Data																	0		
		Intersection Plan	1		2				16			24			16				58		
		Erosion & Sediment Control Plan	1	1	2			8				8			12				31		
		Bridge Plan	1	1	2							12			12				27		
		General Notes	1		1				2			4			4				11		
		Temporary Detour Structure Plan	1	1	8							24			16				49	Temp. Pedestrian Bridge	
		Existing Structure Removal Details	1		1							4			8				13		
		Excavation & Backfill	1	2	4							32			24				62		
		Abutment Plan, Elevation & Reinforcement	1	1	4							16			16				37		
		Pier Plan, Elevation & Reinforcement																	0		
		Abutment Plan, Elevation & Reinforcement	1	1	4							16			16				37		
		Miscellaneous Substructure	2	2	4							24			24				54		
		Superstructure Plan & Sections	1		8							24			16				48		
		Framing Plan & Beam Details	1	1	4							8			12				25		
		Deck Reinforcement Plan & Details	1	1	4							16			12				33		
		Truss, Camber & Moment Tables	1		2							10			8				20		
		Miscellaneous Superstructure Details	1		4							8			8				20		
		Approach Slab Details	1	1	4							12			12				29		
		Bearing Replacement Details	1		2							16			8				26		
		Joint System Plan & Sections							4			4			8				0		
		Railing Layout	1		1							4			8				17		
		Railing Details	3		1							4			8				13		
		Structural Slab (Optional Forming System)																	0		
		Bar Bending Diagrams & Lists	1		8							24			8				40		
		Templated Cross Sections							2						8				10	25 ft intervals = 24 cross sections @ 3 per sheet @ 1":10' scale = 8	
	6.03	Contract Documents			4							8						2	2	18	2 Copies to the County for Review
	6.04	Cost Estimate							8			40							56		
		Initial Estimate			8							4							8		
		Updates (Each)	1		4							4							24	Coordination with utility company.	
	6.05	Utilities			8							16									
	6.06	Railroads			8							16									
	6.07	Bridge Inventory & Load Rating Forms										4							4	Submit original Contract Documents and Drawings to the County.	
	6.08	Information Transfer																	4		
		TOTALS for Section 6	17		123				8	124		434			424			2	2	###	

Prudent Engineering
 PIN 2754.41
 Clinton Street over Sauquoit Creek
 New Hartford, Oneida Co.

TASKS	PR	PM	SP	DE	LS	PC	IP	CO II	CO I	TOT	REMARKS
Section 2 - DATA COLLECTION	0	0	0	0	13	60	60	48	8	189	SUBTOTAL
2.01A - Design Survey Site Control & BMs					1	30	30			61	Control and topo per scope 3 BMs
2.01F - Supplemental survey and mapping						9	9	4		22	Assume 1 day plus mobilization, data processing and CAD updates.
Stream Survey						18	18			36	9 hydro X-sec and data / file prep
Design Mapping					12			44	8	64	Label baseline, with tie diagrams. Scale drawing at 1" = 20' MicroStation V8i. Use NYSDOT settings. Depict utilities from plans and location data. Control Report per scope
Mobilization						3.0	3.0			6	one half actual time due to prevail. wage (1.5 hr total mob/demob time)
Section 5 - RIGHT-OF-WAY	0	0	0	0	60	0	0	76	32	168	SUBTOTAL
5.02 - Right-of-Way Survey					36	0	0	22	10	68	Conduct field survey for ROW and property monumentation (completed under 2.01) - determine ROW and side lines
5.03 - Right-of-Way Mapping					24			54	22	100	Prepare 6 right of way acquisition maps. Compute parcels, draft maps, write legal descriptions in DOT format, QC maps, submit draft - address comments, plot on mylar, get signature from County, submit final mylar plots Assume 8 parcels.

ATTACHMENT C

**Staffing Rates, Hours,
Reimbursables and Fees**

BARTON & LOGUIDICE, D.P.C.
PIN 2754.41
Clinton Street Bridge over Sauquoit Creek

CONTENTS

Exhibit	Description
A-1	SALARY SCHEDULE
A-2	STAFFING TABLE
B-1	DIR. NON-SAL. COST
C	SUMMARY

Exhibit A, Page 1
Salary Schedule

BARTON & LOGUIDICE, D.P.C.
PIN 2754.41

JOB TITLE	ASCE (A) OR NICET (N)		AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES	
	GRADE		2018		2018	
Principal	X	(A)	\$ 99.00	\$	99.00	\$
Senior Vice President	IX	(A)	\$ 86.10	\$	86.10	\$
Vice President	IX	(A)	\$ 73.00	\$	73.00	\$
Associate	VIII	(A)	\$ 61.81	\$	61.81	\$
Associate Vice President	VIII	(A)	\$ 49.50	\$	49.50	\$
Senior Environmental Consultant	VII	(A)	\$ 57.50	\$	57.50	\$
Senior Managing Engineer	VII	(A)	\$ 56.04	\$	56.04	\$
Senior Managing Environmental Scientist	VII	(A)	\$ 62.00	\$	62.00	\$
Senior Managing Hydrogeologist	VII	(A)	\$ 58.75	\$	58.75	\$
Senior Project Manager	VII	(A)	\$ 59.37	\$	59.37	\$
Senior Managing Landscape Architect	VII	(A)	\$ 51.50	\$	51.50	\$
Senior Project Landscape Architect	V	(A)	\$ 37.00	\$	37.00	\$
Project Manager	VI	(A)	\$ 48.00	\$	48.00	\$
Managing Engineer	VI	(A)	\$ 47.77	\$	47.77	\$
Managing Landscape Architect	VI	(A)	\$ 43.35	\$	43.35	\$
Managing Hydrogeologist	VI	(A)	\$ 45.35	\$	45.35	\$
Construction Manager	VI	(A)	\$ 43.50	\$	43.50	\$
Senior Water Quality Scientist	V	(A)	\$ 44.08	\$	44.08	\$
Senior Land Use Planner	V	(A)	\$ 48.00	\$	48.00	\$
Senior Project Engineer	V	(A)	\$ 40.68	\$	40.68	\$
Senior Project Hydrogeologist	V	(A)	\$ 50.00	\$	50.00	\$
Managing Environmental Scientist	V	(A)	\$ 44.25	\$	44.25	\$
Managing Industrial Hygienist	V	(A)	\$ 43.50	\$	43.50	\$
Senior Engineer	V	(A)	\$ 37.00	\$	37.00	\$
Senior Project Environmental Scientist	V	(A)	\$ 40.00	\$	40.00	\$
Project Engineer	IV	(A)	\$ 34.98	\$	34.98	\$
Project Environmental Scientist	IV	(A)	\$ 34.10	\$	34.10	\$
Engineer III	III	(A)	\$ 31.35	\$	31.35	\$
Project Landscape Architect	III	(A)	\$ 28.80	\$	28.80	\$
Environmental Scientist III	III	(A)	\$ 26.50	\$	26.50	\$
Land Use Planner III	III	(A)	\$ 26.20	\$	26.20	\$
Industrial Hygienist III	III	(A)	\$ 28.25	\$	28.25	\$
Assistant Landscape Architect II	II	(A)	\$ 24.75	\$	24.75	\$
Engineering Designer I	II	(A)	\$ 37.85	\$	37.85	\$
Intern Architect II	II	(A)	\$ 26.80	\$	26.80	\$
Engineer II	II	(A)	\$ 29.51	\$	29.51	\$
Hydrogeologist II	II	(A)	\$ 21.40	\$	21.40	\$
Engineer I	I	(A)	\$ 27.87	\$	27.87	\$
Environmental Scientist II	I	(A)	\$ 21.02	\$	21.02	\$
Resident Engineer	IV	(N)	\$ 39.77	\$	39.77	\$
Principal Engineering Technician	IV	(N)	\$ 35.16	\$	35.16	\$
Engineering Technician	IV	(N)	\$ 31.79	\$	31.79	\$
Senior Designer	IV	(N)	\$ 26.75	\$	26.75	\$
Senior Inspector	III	(N)	\$ 34.90	\$	34.90	\$
Designer	II	(N)	\$ 25.00	\$	25.00	\$
CAD Technician	II	(N)	\$ 22.13	\$	22.13	\$
Assistant Landscape Architect I	II	(N)	\$ 21.40	\$	21.40	\$
Industrial Hygiene Technician	I	(N)	\$ 18.10	\$	18.10	\$
Field Technician	I	(N)	\$ 17.85	\$	17.85	\$
Engineering Aide	I	(N)	\$ 29.65	\$	29.65	\$
Project Administrator	N/A		\$ 27.00	\$	27.00	\$
Senior Group Technical Assistant	N/A		\$ 20.84	\$	20.84	\$
Office Assistant	N/A		\$ 17.02	\$	17.02	\$
Intern	N/A		\$ 13.00	\$	13.00	\$

NOTES:

OVERTIME POLICY

- Category A - No overtime compensation
- Category B - Overtime compensated at straight time rate
- Category C - Overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week

**PRUDENT ENGINEERING LLP
EXHIBIT B, PAGE 2
SALARY SCHEDULE**

**PIN 2754.41
Clinton Street over Sauquoit Creek**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE RATE			MAXIMUM			OT CATE- GORY
		2018	2019	2020	2018	2019	2020	
PRINCIPAL	IX (A)	\$73.50	\$ 73.50	\$ 73.50	\$ 73.50	\$ 75.00	\$ 75.00	A
PROJECT MANAGER	IV (A)	\$50.08	\$ 51.58	\$ 53.13	\$ 51.00	\$ 52.53	\$ 54.11	B
PROJECT ENGINEER	IV (A)	\$66.95	\$ 68.96	\$ 71.03	\$ 67.00	\$ 69.01	\$ 71.08	B
ENGINEER	III (A)	\$37.85	\$ 38.99	\$ 40.16	\$ 38.00	\$ 39.14	\$ 40.31	B
LAND SURVEYOR	III (N)	\$39.71	\$ 40.90	\$ 42.12	\$ 41.00	\$ 42.23	\$ 43.50	C
PARTY CHIEF	III (N)	\$25.57	\$ 26.34	\$ 27.13	\$ 26.50	\$ 27.30	\$ 28.11	C
INSTRUMENT PERSON	II (N)	\$21.12	\$ 21.75	\$ 22.40	\$ 22.00	\$ 22.66	\$ 23.34	C
CADD Operator	II (N)	\$27.30	\$ 28.11	\$ 28.96	\$ 26.50	\$ 27.30	\$ 28.11	C
CADD Operator	I (N)	\$19.06	\$ 19.63	\$ 20.22	\$ 20.00	\$ 20.60	\$ 21.22	C

NOTE:

It shall be the ENGINEER'S responsibility to pay prevailing wage rates and supplements as required by the Labor Department, for services requiring such rates and supplements.

OVERTIME POLICY

Category A - No overtime compensation.
 Category B - overtime compensated at straight time rate.
 Category C - overtime compensated at straight time rate x 1.50
 Overtime applies to hours worked in excess of the normal working hours of 40 hours per week

*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$40.01	\$41.51	\$25.57	\$15.94	\$1.43	\$17.37
Instrument Person	II (N)	\$36.74	\$38.24	\$21.12	\$17.13	\$1.54	\$18.68

Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Projected Benefit	Benefit Adjustment	Net Difference	Payroll Additive	Total
Party Chief	III (N)	\$24.20	\$24.95	\$2.30	\$22.65	\$2.04	\$24.69
Instrument Person	II (N)	\$24.20	\$24.95	\$2.30	\$22.65	\$2.04	\$24.69

Exhibit A, Page 2
Staffing Table

BARTON & LOGUIDICE, D.P.C.
PIN 2754.41

JOB TITLE	ASCE (A) OR NICET (N) GRADE	SECTIONS								TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		1	2	3	4	5	6	7	8			
Principal	X	6		4		17				27	\$99.00	\$2,673.00
Senior Managing Engineer	VII		5				3			8	\$66.04	448.32
Managing Engineer	VI	58	16	37	15	8	123	16		273	\$47.77	13,041.21
Construction Manager	VI									0	\$43.50	0.00
Senior Project Engineer	V									0	\$40.68	0.00
Project Engineer	IV				36					0	\$34.98	0.00
Project Environmental Scientist	IV					8				44	\$34.10	1,500.40
Project Manager	VI	14	17	65	20	124				240	\$48.00	11,520.00
Engineer III	III									0	\$31.35	0.00
Engineer II	II	20	74	175	28	434	20			751	\$29.51	22,162.01
Engineer I	I									0	\$27.87	0.00
Environmental Scientist III	III				72					72	\$26.50	1,908.00
Principal Engineering Technician	IV		8	72		424				504	\$35.18	17,730.72
Engineering Technician	IV									0	\$31.79	0.00
Engineering Aide	I			4		2				6	\$29.65	177.90
Senior Group Technical Assistant	N/A	4	1	9	5	2	2	4		25	\$20.84	521.00
TOTAL		102	121	366	156	28	1134	43	0	1950		\$71,682.56

Prudent Engineering
Exhibit B, PAGE 3
Staffing Table
PIN 2754.41
Clinton Street over Sauquoit Creek
New Hartford, Oneida Co.

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Section 1	Section 2	Section 5	TOTAL HOURS	AVER. HOURLY RATE	DIRECT TECHNICAL LABOR
PRINCIPAL	IX (A)	0	0	0	0	\$ 73.50	0.00
PROJECT MANAGER	IV (A)	0	0	0	0	\$ 50.08	0.00
PROJECT ENGINEER	IV (A)	0	0	0	0	\$ 66.95	0.00
ENGINEER	III (A)	0	0	0	0	\$ 37.85	0.00
LAND SURVEYOR	III (N)	0	13	60	73	\$ 39.71	2,898.57
PARTY CHIEF	III (N)	0	60	0	60	\$ 25.57	1,534.49
INSTRUMENT PERSON	II (N)	0	60	0	60	\$ 21.12	1,266.90
CAD Operator	II (N)	0	48	76	124	\$ 27.30	3,384.58
CAD Operator	I (N)	0	8	32	40	\$ 19.06	762.20
					357		\$ 9,846.75

Exhibit B, Page 1
 Estimate of Direct Non-Salary Cost

BARTON & LOGUIDICE, D.P.C.
 PIN 2754.41

1. Travel, Lodging and Subsistence

Trips to Site/County	trips	miles per 100 miles/trip	400			
Miscellaneous	4		<u>500</u>			
		Total Mileage	900	@	\$0.55	\$490.50

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$491

2. Reproduction, Drawings & Report

		Sheets	Set	
Design Report				
Pre-Draft thru Final	0.10	200	10	\$200.00
Brochure/Handout	0.10	2	30	6.00
Miscellaneous	0.05	2000	1	100.00
Plans/Cross-Sections	0.10	35	5	17.50
Prints	0.20	35	30	<u>210.00</u>

TOTAL DRAWING, REPORT, REPRODUCTION \$534

3. Environmental Screenings/Reports \$500

4. Mail, Postage & Shipping \$150

5. Bid Advertisement \$200

6. Subcontractor for Borings (Estimated) \$18,000

7. Subcontractor for Survey (Estimated) \$30,000

8. Subcontractor for ROW (Assume 6 Maps) \$0

Direct Non-Salary Cost	\$1,874
Direct Non-Salary Cost (Subconsultants/Subcontractors)	\$30,000

TOTAL DIRECT NON - SALARY COST \$31,874

Prudent Engineering
Exhibit B, PAGE 4
Estimate of Direct Non-Salary Cost

PIN 2754.41
Clinton Street over Sauquoit Creek
New Hartford, Oneida Co.

1. Travel	Site Visits: 5 trip to site @	100 miles each @	\$0.540 per mile =	\$270.00
				\$85.00
2. Records				
3. Survey Personnel Costs				
Wage Differential		Hours @	Rate	
	Party Chief III (N)	60	17.37	1,042.16
	Instrument Person II (N)	60	18.68	<u>1,120.58</u>
	SUBTOTAL Wage Differential			\$2,162.73
Supplemental Benefits				
	Party Chief III (N)	60	24.69	1,481.31
	Instrument Person II (N)	60	24.69	<u>1,481.31</u>
	SUBTOTAL Supplemental Benefits			\$2,962.62
			Total =	<u>\$5,480.35</u>

PRUDENT ENGINEERING LLP
Exhibit B, PAGE 5
Summary
PIN 2754.41
Clinton Street over Sauquoit Creek

Item IA, Direct Technical Salaries (estimated) subject to audit	\$ 9,846.75
Item IB, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$5,480.35
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	
Item III, Overhead @ 121% (estimated) subject to audit	\$ 11,914.57
Item IV, Fixed Fee (@ 11%) (non-negotiable)	\$ 2,695.16
Item II Direct Non-(Sub-Consultant Cost)	<hr/>
Total Estimated Cost	\$ 29,936.83

Exhibit C
Summary

BARTON & LOGUIDICE, D.P.C.
PIN 2754.41

	<u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$71,683
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$1,874
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$18,000
Item III, Overhead (estimated) subject to audit) (@ 175% Office Rate)	\$125,444
Item IV, Fixed Fee (negotiated)	\$19,700
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$30,000
TOTAL ESTIMATED CONSULTANT COST	\$266,700
MAXIMUM AMOUNT PAYABLE	\$270,000

Attachment D

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation

- of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace By:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and

- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- 1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.
- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
- A. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

iii. Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
- ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
- iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKERS' COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

- a. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

- a. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

- a. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely

inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

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

12. CONFLICTING TERMS

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval,

recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT.

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

Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

- a. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:
- i. For the purposes of this provision, the "use of tobacco" shall include:
 - A. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - B. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
 - ii. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
 - iii. For the purposes of this provision, "on Oneida County property" shall be defined as:
 - A. Upon all real property owned or leased by the County of Oneida; and
 - B. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
 - iv. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

Attachment B
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 2754.41

Main Agreement Amendment to Agreement [add identifying #]

Supplemental Agreement No. 1

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: March 24, 2023

Finish Date: December 31, 2024

PROJECT DESCRIPTION:

Clinton Street Bridge over Sauquoit Creek Bridge

Project Location:

Oneida County

Consultant Work Type(s): See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

Original MAP: \$270,000

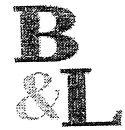
Supplemental Agreement #1: \$137,000

Revised Maximum Amount Payable: \$407,000

Footnotes:

ATTACHMENT C

Scope of Services



EXECUTIVE SUMMARY

SUPPLEMENTAL DESIGN SCOPE OF SERVICES

The following is a summary of the out of scope work that has been completed to date for the Clinton Street Bridge Replacement project. The additional effort is attributed to the advanced detail design work completed after design approval to address the flooding concerns identified by the NYSDOT and Sauquoit Creek Basin Intermunicipal Commission. The breakdown of out of scope work is as follows:

During the preliminary design phase, B&L determined that Clinton Street was part of the National Highway System. This required that none of the existing nonstandard features were retained as part of the design and required rework of horizontal and vertical alignments, preliminary bridge layout and design, and preliminary estimates. Additionally, this required the design approval document be submitted to FHWA for concurrence which required changing from IPP/FDR format to PSR/FDR format.

During the preliminary design phase, the NYSDOT required the proposed structure carry a shared-use path on one side instead of a normal-width sidewalk. This required rework of horizontal alignments, preliminary bridge layout and design, and preliminary estimates.

During the preliminary design phase, the subcontractor cost for soil borings was \$30,764.60. This exceeded the estimated amount of \$18,000 in the original agreement.

During the preliminary design phase, the public outreach part of the project was revised from an in-person meeting to an online website due to COVID-19. This required creating and hosting a website to conduct the public outreach.

After design approval was issued, the NYSDOT, in coordination with the Town, the NYSDEC, and the Sauquoit Creek Basin Intermunicipal Commission, determined that the proposed single-span structure was not an acceptable alternative due to hydraulic/flooding concerns in the area. The determination was made that the proposed hydraulic opening needed to be increased. This required:

- Multiple meetings with NYSDOT, Town of New Hartford, Oneida County, Sauquoit Creek Basin Commission, NYSDEC, and various consultants to discuss hydraulic requirements, alignment and structure alternatives, and ROW impacts.
- Multiple revisions to the hydraulic analysis, including collaboration with Ramboll on a hydraulic model of Sauquoit Creek in the vicinity of the project.
- Multiple revisions to the horizontal and vertical alignments, including new off-line alignments.
- Multiple revisions to the preliminary superstructure design.
- Determination of impacts to surrounding properties, including the need to acquire several properties.
- Multiple revisions to the preliminary construction cost estimate.
- Engineering assistance to the Town's grant writer on grant applications to cover the increased project cost.
- Engineering assistance to NYSDOT to prepare a conceptual location plan.



- Engineering assistance to Town's grant writer to prepare multiple grant applications for additional funding for the project.

The new preferred alternative for the project is a two-span structure on a raised vertical alignment. This alternative will require acquisition of 5 properties. These changes will require amendment of the design approval document. Out of scope items include:

- Additional survey to incorporate the new project limits.
- Additional ROW survey and mapping to incorporate the properties to be acquired.
- Development of an environmental justice impact analysis.
- Conducting a public hearing to present the new preferred alternative and discuss ROW acquisitions.
- Updating the design approval document to include the new preferred alternative.

The new preferred alternative has an increased project (design and construction) cost that far exceeds the existing funding. B&L will provide engineering assistance to the Town's grant writer to pursue additional funding for the project.

As discussed with NYSDOT, the Town and the County, the additional engineering and subconsultant costs have been progressed under the original contract, using fee originally intended for final design and advertising and letting (Phase 06 and Phase 07). The original contract amount is \$270,000. The total billings, as of 5/20/2023, are \$241,789.45. B&L anticipates that the remaining engineering and subconsultant costs will exceed the remaining fee of \$28,210.55.

B&L is requesting County consideration be given to a supplemental agreement to increase the design fee by \$137,000 to cover the additional environmental, right-of-way, public outreach, and design required to update the preliminary design and design approval phases of the project. A separate supplemental agreement will be prepared for final design once funding for the project has been secured.



Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|---|
| Section 1 | Estimate <u>6</u> additional meetings during the life of this agreement.

Estimate <u>12</u> additional cost and progress reporting periods will occur during the life of this agreement.

Estimate <u>3</u> grant applications will require engineering assistance. |
| Section 2 | Assume that GPS methods and equipment will be used to establish local control points.

Estimate <u>0</u> additional accidents will require analysis.

Estimate <u>0</u> additional capacity analyses will be required.

Estimate <u>0</u> additional soil borings will be taken.

Assume <u>0</u> additional stream sections will be required |
| Section 3 | Estimate <u>2</u> concepts will be revaluated for the site.

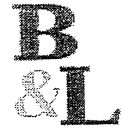
Estimate <u>2</u> design alternative(s) will be reanalyzed in addition to the null alternative for the site.

Estimate <u>1</u> additional cost estimate(s) plus <u>1</u> update will be required.

Estimate <u>1</u> bridge will be replaced and <u>0</u> will be rehabilitated |
| Section 4 | Estimate <u>0</u> permits will be required. Permits will be obtained during final design.

Estimate <u>1</u> preliminary Environmental Justice analysis will be required.

Estimate <u>0</u> detailed Environmental Justice analysis will be required. |
| Section 5 | Estimate <u>5</u> additional ROW Maps will be required |
| Section 6 | Not included. |
| Section 7 | Not included. |
| Section 8 | Not included. |



10.02 Technical Assumptions

- A. Major Items of Work:
Replacement of Clinton Street Bridge over Sauquoit Creek
- B. The project will be progressed using English units.
- C. Assume bridge rehabilitation concept NOT will be evaluated. **Completed under original contract, update design approval document only.**
- D. Assume stream sections and a hydraulic analysis will be required. **Completed under original contract, update design approval document only.**
- E. No additional traffic counts will be required by Consultant.
- F. Assume wetland delineation will be required. **Completed under original contract, update design approval document only.**
- G. Assume a 4(f)/106 evaluation and Historic American Engineer Record (HAER) will NOT be required for the demolition of the residential and commercial properties.
- H. Assume that the SHPO will give no impact determination for the additional limits.
- I. Assume 0 Public Information Meeting and 1 public hearing will be required. Assume 1 record keeping service (stenographer, etc.) will be required. Assume 0 translation services will be required.
- J. Assume additional 5 ROW takings will be required. NYSDOT to complete ROW appraisals and acquisitions. B&L to complete ROW mapping and provide engineering assistance to NYSDOT.
- L. Supplemental survey and mapping will be performed per the attached survey limits.
- M. Assume final design, advertisement, bid opening, and award, construction administration and construction inspection phase services will be added as a supplemental agreement.

STAFFING ASSUMPTIONS
 Barton & Loguidice, D.P.C.
 Clinton Street over Sauquoit Creek
 PIN 2754.41

SECTION	TASK	DESCRIPTION	Principal	Associate	Sr. Managing Engineer	Managing Engineer	Lead Engineer	Sr. Project Engineer	Chief Engineer	Lead Environmental Scientist	Project Manager	Staff Engineer	Engineer II	Engineer I	Environmental Scientist III	Senior Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS		
1		GENERAL																			0		
	1.05	Project Familiarization.																			54		
	1.06	Meetings	6	6	48																		
	1.07	Cost & Progress Reporting:	12	6	108																12	126	includes assistance on 3 grant applications
		TOTALS for Section 1	12	156																	12	180	
2		DATA COLLECTION & ANALYSIS																					
	2.01A	Design Survey			2											4					6	By Prudent, B&L to coordinate	
	2.01B	Stream Sections																			0		
	2.01C	Survey of Wetlands Boundaries																			0		
	2.01D	Supplemental Survey																			0		
	2.02	Design Mapping			2											4					6	B&L to review for completeness and conformance with standards	
	2.03	Determination of Existing Conditions																			0		
	2.04	Accident Data and Analysis												4							4	Accident analysis for Clinton St from bridge to Henderson St and intersection	
	2.05	Traffic Counts																			0		
	2.06	Capacity Analysis																			0		
	2.07	Future Plans and Coordination with other Projects																			0		
	2.08	Soil Investigation																			0		
	2.09	Hydraulic Analysis.																			0		
	2.10A	Bridge In-Depth Inspection																			0	Not Applicable	
	2.10B	Bridge Deck Evaluation																			0	Not Applicable	
	2.10C	Load Rating of Existing Bridge																			0	Not Applicable	
	2.10D	Fatigue Evaluation																			0	Not Applicable	
		TOTALS for Section 2			4									4		8					16		
3		PRELIMINARY DESIGN																					
	3.01	Design Criteria.																				0	
	3.02A	Selection of Design Alternatives																				0	
	3.02B	Detailed Evaluation of Alternative			4								8								12	Evaluate drainage & utilities for additional work limits	
		Plans: 1			4								16			12					32	update plan for additional work limits	
		Profiles: 1			4								12			8					24	update plan for additional work limits	
		Typical Sections: 1			4								12			10					26	update plan for additional work limits	
	3.03	Cost: Estimates																			0		
		Initial Estimate:																			0		
		Updates (Each): 1			8																40		
	3.04	Develop the Draft DAD																			0		
	3.05	Advisory Agency Review																				0	
	3.06A	Public Hearing	4		8								24			24					2	62	Prepare display boards. Coordinate stenographer. Attend public hearing.
	3.07	Prepare Design Recommendation. Modify	2		24								24			12					4	66	update PSR/FDR
	3.08	Preliminary Bridge Plan																				0	
		Structure Justification Report	1	4	2											12						43	
		Resolution & Response to Comments			4																	4	
		TOTALS for Section 3	7	48	18								152			78				6	309		

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.
Clinton Street over Sauquoit Creek
PIN 2754.41

SECTION	TASK	DESCRIPTION	Principal	Associate	Sr. Managing Engineer	Managing Engineer	Lead Engineer	Sr. Project Engineer	Chief Engineer	Lead Environmental Scientist	Project Manager	Staff Engineer	Engineer II	Engineer I	Environmental Scientist III	Senior Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
4		ENVIRONMENTAL																			
	4.01	NEPA Classification		4						8			2		2					16	Update NEPA classification, checklist, and report
	4.02	SEORA Classification		4						8			2		2					16	Update SEORA classification, checklist, and report
	4.03	Smart Growth											2							2	update Smart Growth
	4.04	Screenings:																			
		General Ecology and Endangered Species								2					2					4	Update Endangered Species Inquiry
		Surface Water																		0	
		Ground Water																		0	Ground Water Investigation; desk-top survey; provide write-up
		State Wetlands																		0	Review of State-Regulated Wetlands Maps:
		Federal Jurisdictional Wetlands																		0	wetlands
		Floodplains																		0	acquire FEMA maps and studies; determine need for full evaluation
		Coastal Zone Management: Navigable Waterways																		0	
		Historic/Archaeological Resources		2									4							6	Update PSP
		Parks																		0	Determine need for 4(f) or 6(f)
		Hazardous Waste													6					2	update desk-top survey and report
		Asbestos																		0	desk-top survey (record drawings), site visit, prepare form for DAD
		Noise																		0	
		Air Quality																		0	
		Energy																		0	
		Farmland and/or Agricultural Districts																		0	
		Invasive Species																		0	
		Visual Impacts																		0	
		Critical Environmental Areas																		0	
		Complete Streets																		0	
		Environmental Justice	8	64						96										168	Environmental Justice analysis
		Natural Landmarks																		0	
		Coast Guard Bridge Permit																		0	
	4.05	Detailed Studies and Analyses:																			
	4.05A	General Ecology and Endangered Species													4					4	update report
	4.05B	Ground Water																		0	
	4.05C	Surface Water																		0	
	4.05D	State Wetlands																		0	
	4.05E	Federal Wetlands																		0	
	4.05F	Floodplains																		0	Not applicable
	4.05G	Coastal Zone Management																		0	
	4.05H	Historic Resources																		0	
	4.05I	Parks - Section 4(f) and Section 6(f)																		0	
	4.05J	Hazardous Waste																		0	
	4.05K	Asbestos																		0	
	4.05L	Noise																		0	
	4.05M	Air Quality																		0	
	4.05N	Energy																		0	
	4.05O	Farmlands:																		0	
	4.05P	Invasive Species																		0	
	4.05Q	Visual Impacts:																		0	
	4.05R	Critical Environmental Areas																		0	
	4.05S	Complete Streets																		0	
	4.05T	Environmental Justice																		0	assume preliminary analysis is sufficient
	4.05U	Natural Landmarks																		0	
	4.05V	Coast Guard Bridge Permit																		0	
	4.06	Permits and Approvals																		0	Complete Joint Application for Permit.
	4.07	Public Hearing																		0	Not applicable
		TOTALS for Section 4	8	74						114			10		16					2	224

ATTACHMENT D

Staffing Rates, Hours, Reimbursables, and Fee

BARTON & LOGUIDICE, D.P.C.
PIN 2754.41 - Supplemental No. 1
Clinton Street over Sauquoit Creek

CONTENTS

Exhibit	Description
A-1	SALARY SCHEDULE
A-2	STAFFING TABLE
B-1	DIR. NON-SAL. COST
C	SUMMARY

Exhibit A, Page 1
Salary Schedule

BARTON & LOGUIDICE, D.P.C.
PIN 2754.41 - Supplemental No. 1

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES	OVERTIME CATEGORY
		2023	2023	2023	
Principal	IX (A)	\$ 96.00	\$ 96.00	\$ 96.00	A
Senior Vice President	IX (A)	\$ 96.00	\$ 96.00	\$ 96.00	A
Vice President	IX (A)	\$ 83.00	\$ 90.00	\$ 90.00	A
Senior Associate	VIII (A)	\$ 75.80	\$ 78.00	\$ 78.00	A
Associate	VIII (A)	\$ 66.29	\$ 71.00	\$ 71.00	A
Senior Managing Landscape Architect	VII (A)	\$ 65.50	\$ 78.00	\$ 78.00	B
Senior Managing Engineer	VII (A)	\$ 62.33	\$ 69.00	\$ 69.00	B
Senior Project Manager	VII (A)	\$ 62.81	\$ 75.00	\$ 75.00	B
Chief Engineer	VII (A)	\$ 65.27	\$ 73.80	\$ 73.80	B
Senior Managing Hydrogeologist	VII (A)	\$ 67.00	\$ 67.00	\$ 67.00	B
Senior Managing Industrial Hygienist	VII (A)	\$ 58.00	\$ 58.00	\$ 58.00	B
Managing Engineer	VI (A)	\$ 53.56	\$ 55.60	\$ 55.60	B
Lead Asset Management Specialist	VI (A)	\$ 73.00	\$ 73.00	\$ 73.00	B
Managing Landscape Architect	VI (A)	\$ 41.00	\$ 41.00	\$ 41.00	B
Project Manager	VI (A)	\$ 56.33	\$ 59.50	\$ 59.50	B
Lead Engineer	VI (A)	\$ 55.93	\$ 59.50	\$ 59.50	B
Lead Environmental Scientist	VI (A)	\$ 53.00	\$ 53.00	\$ 53.00	B
Managing Hydrogeologist	VI (A)	\$ 56.00	\$ 56.00	\$ 56.00	B
Senior Staff Engineer	VI (A)	\$ 45.25	\$ 50.00	\$ 50.00	B
Senior Managing Community Planner	V (A)	\$ 62.50	\$ 62.50	\$ 62.50	B
Senior Construction Manager	V (A)	\$ 55.00	\$ 55.00	\$ 55.00	B
Senior Project Engineer	V (A)	\$ 48.78	\$ 57.00	\$ 57.00	B
Senior Project Architect	V (A)	\$ 50.00	\$ 50.00	\$ 50.00	B
Senior Project Landscape Architect	V (A)	\$ 44.00	\$ 44.00	\$ 44.00	B
Senior Staff Environmental Scientist	V (A)	\$ 38.00	\$ 39.00	\$ 39.00	B
Senior Project Industrial Hygienist	V (A)	\$ 39.00	\$ 39.00	\$ 39.00	B
Managing Community Planner	V (A)	\$ 41.00	\$ 41.00	\$ 41.00	B
Project Community Planner	V (A)	\$ 33.00	\$ 33.00	\$ 33.00	B
Staff Intern Architect	IV (A)	\$ 41.00	\$ 41.00	\$ 41.00	B
Project Engineer	IV (A)	\$ 43.81	\$ 49.00	\$ 49.00	B
Project Architect	IV (A)	\$ 45.00	\$ 45.00	\$ 45.00	B
Project Landscape Architect	IV (A)	\$ 38.00	\$ 38.00	\$ 38.00	B
Senior Staff Asset Management Specialist	IV (A)	\$ 57.70	\$ 57.70	\$ 57.70	B
Staff Engineer	IV (A)	\$ 42.33	\$ 45.50	\$ 45.50	B
Crew Chief	IV (A)	\$ 35.82	\$ 38.90	\$ 38.90	B
Senior Staff Field Scientist	IV (A)	\$ 36.90	\$ 36.90	\$ 36.90	B
Staff Asset Management Specialist	IV (A)	\$ 54.80	\$ 54.80	\$ 54.80	B
Staff Industrial Hygienist	IV (A)	\$ 34.50	\$ 34.50	\$ 34.50	B
Staff Environmental Scientist	IV (A)	\$ 31.00	\$ 31.00	\$ 31.00	B
Project Environmental Scientist	III (A)	\$ 36.50	\$ 36.50	\$ 36.50	B
Intern Architect III	III (A)	\$ 37.00	\$ 37.00	\$ 37.00	B
Staff Hydrogeologist	III (A)	\$ 30.15	\$ 32.50	\$ 32.50	B
Intern Architect II	II (A)	\$ 33.00	\$ 33.00	\$ 33.00	B
Community Planner II	II (A)	\$ 31.00	\$ 31.00	\$ 31.00	B
Engineering Designer II	II (A)	\$ 45.83	\$ 47.50	\$ 47.50	B
Engineer II	II (A)	\$ 37.97	\$ 41.00	\$ 41.00	B
Environmental Scientist II	II (A)	\$ 27.00	\$ 27.00	\$ 27.00	B
Community Planner I	I (A)	\$ 25.33	\$ 27.00	\$ 27.00	B
Architectural Designer I	I (A)	\$ 24.50	\$ 24.50	\$ 24.50	B
Assistant Landscape Architect I	I (A)	\$ 29.25	\$ 31.00	\$ 31.00	B
Engineer I	I (A)	\$ 34.69	\$ 36.00	\$ 36.00	B
Environmental Scientist I	I (A)	\$ 22.00	\$ 22.00	\$ 22.00	B
Hydrogeologist I	I (A)	\$ 22.50	\$ 22.50	\$ 22.50	B
Resident Engineer	IV (N)	\$ 51.11	\$ 62.00	\$ 62.00	C
Senior Engineering Technician	IV (N)	\$ 42.70	\$ 43.00	\$ 43.00	C
Office Engineer	IV (N)	\$ 52.67	\$ 54.00	\$ 54.00	C
Chief Inspector	III (N)	\$ 59.00	\$ 59.00	\$ 59.00	C
Senior Inspector	III (N)	\$ 44.62	\$ 50.00	\$ 50.00	C
Senior Environmental Technician	III (N)	\$ 23.00	\$ 23.00	\$ 23.00	C
Engineering Technician	II (N)	\$ 31.03	\$ 34.50	\$ 34.50	C
Environmental Technician	I (N)	\$ 21.00	\$ 21.00	\$ 21.00	C
Industrial Hygienist I	I (N)	\$ 22.50	\$ 23.50	\$ 23.50	C
Contract Specialist	N/A	\$ 31.91	\$ 34.50	\$ 34.50	C
Engineering Aide	N/A	\$ 34.50	\$ 34.50	\$ 34.50	C
Senior Group Technical Assistant	N/A	\$ 28.24	\$ 31.70	\$ 31.70	C
Group Technical Assistant	N/A	\$ 21.70	\$ 21.80	\$ 21.80	C
Intern	N/A	\$ 18.89	\$ 20.00	\$ 20.00	C

Category A - No overtime compensation
 Category B - Overtime compensated at straight time rate
 Category C - Overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week

Exhibit A, Page 2
Staffing Table

BARTON & LOGUIDICE, D.P.C.
PIN 2754.41 - Supplemental No. 1

JOB TITLE	ASCE (A) OR NICET (N) GRADE	SECTIONS								TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		1	2	3	4	5	6	7	8			
Principal	IX	12		7	8					27	\$96.00	\$2,592.00
Associate	VIII	156		48	74	0				278	\$66.29	\$18,428.62
Senior Managing Engineer	VII		4	18		0				22	\$62.33	1,371.26
Managing Engineer	VI									0	\$53.56	0.00
Lead Engineer	VI									0	\$55.93	0.00
Senior Project Engineer	V									0	\$48.78	0.00
Chief Engineer	VII									0	\$65.27	0.00
Lead Environmental Scientist	VI				114					114	\$53.00	6,042.00
Project Manager	VI									0	\$56.33	0.00
Staff Engineer	IV									0	\$42.33	0.00
Engineer II	II			152	10					162	\$37.97	6,151.14
Engineer I	I		4							4	\$34.69	138.76
Project Environmental Scientist	III				16					16	\$38.50	616.00
Senior Engineering Technician	IV		8	78		0				86	\$42.70	3,672.20
Engineering Technician	II									0	\$31.03	0.00
Engineering Aide	N/A									0	\$34.50	0.00
Senior Group Technical Assistant	N/A	12		6	2					20	\$28.24	564.80
TOTAL		180	16	309	224	0	0	0	0	729		\$39,576.78

Exhibit B, Page 1
 Estimate of Direct Non-Salary Cost

BARTON & LOGUIDICE, D.P.C.
 PIN 2754.41 - Supplemental No. 1

1. Travel, Lodging and Subsistence

Trips to Site/County	trips	miles per				
	4	90	miles/trip	360		
Miscellaneous				<u>500</u>		
		Total Mileage		860	@	\$0.655 \$563.30

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$563

2. Reproduction, Drawings & Report

			Sheets	Set		
Design Report						
Final		0.10	500	10	\$500.00	
Brochure/Handout		0.25	4	100	100.00	
Miscellaneous		0.05	2000	1	100.00	
Plans/Cross-Sections		0.10	100	5	50.00	
Prints		0.20	100	30	<u>600.00</u>	

TOTAL DRAWING, REPORT, REPRODUCTION \$1,350

3. Environmental Screenings/Reports \$500

4. Mail, Postage & Shipping \$150

5. Public Hearing Advertisement \$500

6. Stenographer/Translator services \$1,000

7. Subconsultant for Survey (Supplemental Survey and ROW mapping) \$40,805

8. Subconsultant for ROW (assume NYSDOT will perform ROW tasks) \$0

Direct Non-Salary Cost	\$3,063
Direct Non-Salary Cost (Subcontractors)	\$1,000
Direct Non-Salary Cost (Subconsultants)	\$40,805

TOTAL DIRECT NON - SALARY COST \$44,868

Exhibit C
Summary

BARTON & LOGUIDICE, D.P.C.
PIN 2754.41 - Supplemental No. 1

	<u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$39,577
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$3,063
Item II Direct Non-Salary Cost (estimated) subject to audit Subcontractor Cost	\$1,000
Item II Direct Non-Salary Cost (estimated) subject to audit Subconsultant Cost	\$40,805
Item III, Overhead (estimated) subject to audit) (@ 172% Office Rate)	\$68,072.06
Item IV, Fixed Fee (negotiated)	\$12,900
<hr/>	
TOTAL ESTIMATED CONSULTANT COST	\$165,400
FEE REMAINING IN ORIGINAL CONTRACT	(\$28,210)
SUPPLEMENTAL NO. 1	\$137,000
ORIGINAL MAP	\$270,000
REVISED MAP	\$407,000



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

ANTHONY J. PICENTE, JR.
 County Executive

MATTHEW S. BAISLEY
 Commissioner

FN 20 24-269

April 10, 2024

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 for design services for a Locally Administered Federal Aid Transportation Project for PIN 2754.90 Firehouse Road over Reall Creek, located in the Town of Deerfield, New York.

On January 17, 2024, the Oneida County Board of Legislators approved an inter-municipal agreement with the Town of Deerfield granting Oneida County the authority to act as project sponsor. The State of New York (administering federal funding) will pay for 95% of the project costs, and the Town of Deerfield will pay the remaining 5% of the project costs.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, the Town of Deerfield solicited an Expression of Interest (EOI) from each consulting firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed on a qualifications basis by a committee appointed by the Town. After all proposals were reviewed, it was determined that JMT of New York, Inc. is the most qualified consultant for this project.

On February 1, 2024, the Board of Acquisition & Contract awarded the contract to JMT of New York, Inc., to provide plan and specification design services for the aforementioned project in the amount of \$624,000.00. The enclosed agreement is for the aforesaid amount, of which 95% will be reimbursed by the State of New York and 5% by the Town of Deerfield. The agreement commences upon execution and continues through the completion of the project, and no later than December 31, 2033.

Please consider the attached agreement, and if it meets with your approval, please forward the same to the Board of Legislators for its consideration.

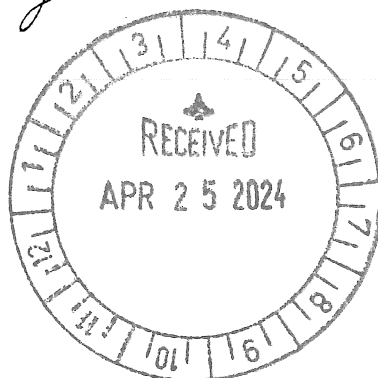
Thank you for your continued support.

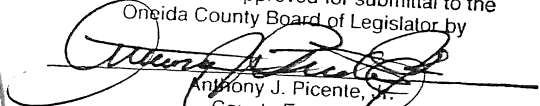
Sincerely,

Matthew S. Baisley

Matthew S. Baisley
 Commissioner

Enclosures



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

 Anthony J. Picente, Jr.
 County Executive
 Date 4-25-24

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	JMT of New York, Inc. 307 South Townsend Street Syracuse, New York 13202
Title of Activity of Service:	Consultant Services Agreement
Proposed Dates of Operation:	Start on Execution – 12/31/2033
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The enclosed contract is for design services for a Locally Administered Federal Aid Transportation Project for PIN 2754.90 Firehouse Road over Reall Creek, located in the Town of Deerfield, New York.

On January 17, 2024, the Oneida County Board of Legislators approved an intermunicipal agreement with the Town of Deerfield granting Oneida County the authority to act as project sponsor. The State of New York (administering federal funding) will pay for 95% of the project costs, and the Town of Deerfield will pay the remaining 5% of the project costs.

Proposals were solicited from qualified consultants and responses were evaluated. On February 1, 2024, the Board of Acquisition & Contract awarded the contract to JMT of New York, Inc., to provide design services for the aforementioned project in the amount of \$624,000.00.

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

3) Program Design and Staffing: N/A

4) Funding	Account #:	H-DPW-038
	Total Funding Requested:	\$ 624,000.00
	Oneida County Dept. Funding Recommendation:	\$624,000.00
Proposed Funding Sources	State/Federal:	\$592,800.00
	Town:	\$31,200.00
	County:	\$00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (“Agreement”), effective upon the date of its full execution (“Effective Date”), is by and between the County of Oneida (“County”), a New York municipal corporation with its principal office at 800 Park Avenue, Utica, New York 13501, and JMT of New York, Inc. (“Consultant”), a New York domestic business corporation with offices at 307 South Townsend Street, Syracuse, New York 13202. The County and the Consultant are each a “Party” and together, the “Parties.”

WITNESSETH:

WHEREAS, the County is the project sponsor for the Town of Deerfield for a New York State Bridge NY program project for the rehabilitation of a bridge—Bridge Identification Number # 2205660—at Firehouse Rd over Reall Creek in the Town of Deerfield (the “Project”); and

WHEREAS, the Town of Deerfield, in accordance with New York State Department of Transportation Procedures for Locally Administered Federal Aid Projects, issued a Request for Proposals, seeking consulting services for the Project, and the RFP is annexed as Attachment B (“RFP”); and

WHEREAS, the Consultant submitted a proposal to provide such services and a copy of its proposal is annexed as Attachment C (“Proposal”); and

WHEREAS, the County wishes to retain the Consultant to provide the consulting services, and the Consultant wishes to provide such services in exchange for payment;

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows.

1. SERVICES

- 1.1. The Consultant shall provide the services described in the RFP and the Proposal upon the issuance by the County to the Consultant of a written Notice to Proceed (“Services”).
- 1.2. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.
- 1.3. The Consultant agrees to provide Services in accordance with the project description and scope of services, defined in the Proposal.
- 1.4. The Consultant shall furnish all staffing, equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

2. TERM

- 2.1. The term of this Agreement shall commence upon the Effective Date and shall terminate upon completion of all work required of the Consultant, but no later than

December 31, 2033.

3. **NOTICE TO PROCEED**

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

4. **COMPENSATION**

- 4.1. For providing the Services, the County will pay the Consultant a not-to-exceed fee of Six Hundred Twenty-Four Thousand dollars and Zero cents (\$624,000.00).
- 4.2. Payment shall be made monthly on the basis of work completed and billed in accordance with the hourly rates established in the Proposal.
- 4.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.
- 4.4. The County reserves the right to withhold payment due to the Consultant's failure to properly perform its obligations under this Agreement. The County may withhold payment for reasons including, but not limited to: (1) defective services, (2) third party claims, (3) failure of the Consultant to pay its sub-consultants, or (4) damage to the County. The County may correct any conditions which do not meet the requirements of this Agreement and deduct the cost from the amounts due under this Agreement, without limitation to the County's other remedies.
- 4.5. Additional compensation, at a mutually agreed-upon rate, will be paid if the Consultant's services are required to defend claims or litigation resulting from this project, provided that such claims are not the fault of the Consultant.
- 4.6. It is understood and agreed that the Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

5. **EXECUTORY OR NON-APPROPRIATION CLAUSE**

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

6. PERFORMANCE OF SERVICES

- 6.1. The Consultant affirms that it does not have any financial interest or conflict of interest that would prevent the Consultant from providing unbiased, impartial service under this Agreement.
- 6.2. The Consultant's Services shall be completed and submitted with reasonable care and in accordance with industry standards.
- 6.3. It is understood and agreed that the Consultant has the professional skills necessary to perform the Services agreed to be performed under this Agreement, that the County relies upon the professional skills of the Consultant to do and perform the Consultant's duties.
- 6.4. The Consultant agrees to maintain in confidence and not disclose to any person or entity, without the County's prior written consent, any confidential information, knowledge, or data relating to the products, processes, or operations of the County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 6.5. The Consultant represents that it has the experience, licenses, qualifications, staff, and expertise to perform said Services in a professional and competent manner.
- 6.6. The Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state, or local laws and regulations impose specific requirements on performance of the same.
- 6.7. The Consultant is solely responsible for paying all its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.
- 6.8. The Consultant acknowledges and agrees that it and its employees and sub-consultants 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.
- 6.9. The Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. The Consultant agrees to diligently perform the Services to be provided under this Agreement.
- 6.10. The Consultant shall immediately notify the County in writing of any difficulty in complying with any of the requirements of this Agreement.

7. NON-ASSIGNMENT

- 7.1. In compliance with New York State General Municipal Law Section 109, the Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this

Agreement, to any other person, corporation or other entity without the previous consent, in writing, by the County.

8. SUBCONTRACTS

- 8.1. A sub-consultant is a person who has an agreement with the Consultant to perform any of the Services.
- 8.2. The Consultant agrees to furnish to the County, prior to the execution of this Agreement, a list of names of sub-consultants to whom it proposes to award any portion of the Services.
- 8.3. Agreements between the Consultant and the sub-consultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. The Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. CHANGE IN SERVICES

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

10. PROJECT MANAGERS

- 10.1. The County designates the Commissioner of Public Works as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to the Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event the County wishes to change its representative, the Consultant will be notified in writing.
- 10.2. The Consultant designates Michael D. Fuller, P.E., P.M.D, as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in the Consultant's designated personnel or sub-consultants shall be subject to approval by the Project Manager for the County.

11. NOTICES

- 11.1. Any notice to the County shall be delivered personally or sent by United States Mail, postage prepaid, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.
- 11.2. Any notice to the Consultant shall be delivered personally or sent by United States Mail, postage prepaid, to the Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. **INDEPENDENT CONTRACTOR STATUS**

- 12.1. For the purposes of this paragraph only, the term “Independent Contractor” shall be broadly construed to include the Consultant and any of its subcontractor(s) or sub-consultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to the County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers’ compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of the County. The County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor’s status as an independent contractor.
- 12.2. Payments to the Consultant shall be reported on IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers’ compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the Consultant as a result of the County not making such payments or withholdings.

13. **ASSUMPTION OF RISK AND INDEMNIFICATION**

- 13.1. The Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of the Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon the County.
- 13.2. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County, its officers, agents and employees (the “Indemnitees”), harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant, or its sub-consultants, or any third party) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys’ fees and disbursements) arising out of or in any way related to: (a) the risks the Consultant assumes under this Section, (b) the Consultant’s or its subconsultant’s failure to comply with any of the provisions of this Agreement or of the law, and (c) intentional or negligent acts or omissions of the Consultant, its officers, sub-consultants, employees, or agents. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.
- 13.3. Neither the termination of this Agreement nor the making of the final payment shall release the Consultant from its obligations under this Section. The enumeration

elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk and indemnification by the Consultant is absolute.

14. **INSURANCE REQUIREMENTS**

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

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

14.1.2. Workers’ Compensation and Employer’s Liability, pursuant to statutory limits.

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

14.1.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence. The County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

14.1.5. Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and at least Two Million (\$2,000,000) in the aggregate.

- 14.2. The Consultant waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 14.3. The County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to the County. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant hereby grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15. **REQUIRED PROVISIONS OF LAW**

- 15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.
- 15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.
- 15.3. The Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. The Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Violation of this section shall be deemed to be in breach of this Agreement.

16. **BREACH**

- 16.1. A breach of this Agreement shall include, but not be limited to, the following:
 - 16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if the Consultant shall fail to deliver any required insurance certificate or bond.
 - 16.1.2. If any representation or warranty made by the Consultant in this Agreement shall be incorrect or fallacious in any respect.

- 16.1.3. If the Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of the Consultant.
- 16.1.4. If the Consultant assigns its rights and duties under this Agreement without written consent of the County.
- 16.1.5. The County shall review the Consultant's performance. If it is found the Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a time deemed reasonable to the County, then this will be cause for Agreement termination.
- 16.1.6. If default shall be made by the Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.
- 16.2. If the Consultant breaches this Agreement, the County may declare the Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, the County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under this Agreement, or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, the Consultant agrees to pay the County for all costs, expenses and damages incurred by the County in completing the Services in accordance with this Agreement.
- 16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

17. **TERMINATION**

- 17.1. This Agreement may be terminated by the County immediately for cause or upon ten (10) days written notice.
- 17.2. If this Agreement is terminated, the Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that the County may condition payment of such compensation upon the Consultant's delivery to the County of any and all documents, photographs, computer software, videotapes, and other materials provided to the Consultant or prepared by the Consultant for the County in connection with this Agreement. Payment by the County for the Services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which the Consultant

is entitled in the event of termination of this Agreement and the Consultant shall be entitled to no other compensation or damages and expressly waives same.

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

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

18.1. All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by the Consultant shall become the County's property when the work is complete, and the Consultant has received final payment for the services under this Agreement. All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service with respect to the projects. Such documents are not intended or represented to be suitable for reuse by the County or others on extensions of these projects or on any other project. Copies of computer diskettes, drawings, and specification manuscripts in the possession of the County are to remain the property of the County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County.

19. **ADDENDUM**

19.1. The Consultant shall comply with Attachment A, Addendum - Standard Oneida County Conditions, attached hereto and hereby incorporated by reference.

20. **NON-WAIVER**

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

21. **CHOICE OF LAW/FORUM**

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

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

22. **ORDER OF PRECEDENCE**

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

22.1.1. Attachment A – Addendum

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

22.1.3. This Agreement

22.1.4. Attachment B – Request for Proposals

22.1.5. Attachment C – The Consultant’s Proposal

23. **SUCCESSORS AND ASSIGNS**

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

24. **SEVERABILITY**

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

25. **ENTIRE AGREEMENT**

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

26. **COUNTERPARTS**

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

27. **AUTHORITY TO ACT/SIGN**

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

28. **ADVICE OF COUNSEL**

28.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and

understood all of the terms and provisions of this Agreement.

29. **AMENDMENTS**

29.1. This Agreement may not be amended except through a written agreement of the Parties, including in the form of the Change Order attached hereto as Attachment D.

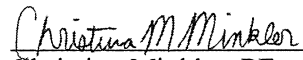
IN WITNESS WHEREOF, the Parties have set their hands.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
County Executive

Date: _____

JMT of New York, Inc.



Christina Minkler, PE
Vice President

Date: 4/22/2024

Approved By:

Andrew Dean, Esq.
Deputy County Attorney-Administration

Attachment A
(Standard Conditions)

ATTACHMENT A

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. 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.

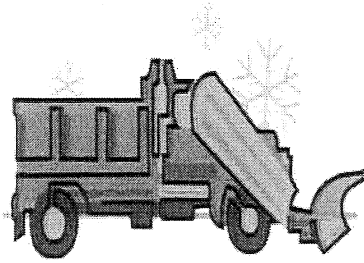
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that 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.

Attachment B

(RFP)



TOWN OF DEERFIELD HIGHWAY DEPARTMENT

6892 State Route 8
Deerfield, NY 13502
Office - 315-826-7014
Fax – 315-826-7024

E-mail- townofdeerfield@centralny.twcabc.com

3/5/2021

To whom it may concern:

The Town of Deerfield is seeking an engineering company interested in a project for Bridge NY 2021 program. Interested firms will be responsible for grant writing and funding application services. If funding is received for the project, the selected firm may be utilized to provide design, Right-of-way incidentals and acquisition, construction inspection, and support services for the project. In preparation for the process of consultant selection for this project, we will be requesting a proposal that is a maximum of two pages 8 ½ X 11" pages containing the following information:

- a. Confirmation of your interest in being considered for the selection.
- b. Name and contact information of the person overseeing this project.
- c. Confirmation of your firm's ability to meet the application deadlines, including the pre-review deadline for Bridge NY 2021 Program.

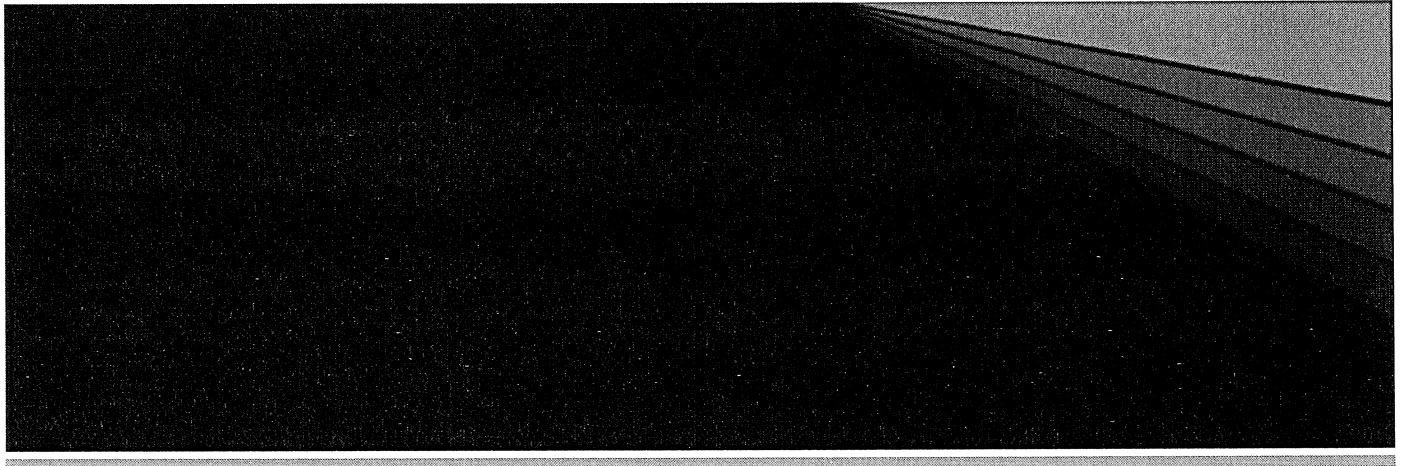
Expression of interests are due by March 19, 2021 by 4pm. Please email your submission to Town of Deerfield Highway Department at townofdeerfield@centralny.twcabc.com with subject line of Bridge NY 2021. A confirmation email will be sent to the original sender.

The project site is on Firehouse Road in the Town of Deerfield over Realls Creek. For more information call Sam Arcuri Jr. at 315-826-7014.

Thank You,
Sam Arcuri Jr.
Highway Superintendent
Town of Deerfield Highway Department

Attachment C

(Proposal)



JMT Job No. 23-03441

Bridge Replacement Project Firehouse Road Over Reall Creek

**Town of Deerfield
Oneida County**

Federal Aid Project Identification Number: 2754.90

Scope of Services

February 2024



Section 1 – General

1.01 Project Description and Location

Project Name: Bridge Replacement of Firehouse Road over Reall Creek

PIN: 2754.90

Project Description/Limits: The project includes replacement of the Firehouse Road Bridge over Reall Creek. The objective of this project is to replace the existing substructure, superstructure, reinforce the stream with scour protection, realign the stream and improve adjacent roadside appurtenances.

Sponsor: Oneida County Department of Public Works (on behalf of the Town of Deerfield)

Town and County: Town of Deerfield, Oneida County

Proposed Project Schedule:

- Project Start: January 2024
- Design Approval Document Complete/Design Approval: December 2024
- ADP Complete: June 2025
- Final PS&E/Bid Documents Complete: August 2025
- Letting: October 2025
- Construction Start: April 2026
- Construction Complete: December 2026

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Nicole Bourgeois, who can be reached at (315) 793-6269 or nbourgeois@ocgov.net.

All hard copy correspondence to the **Sponsor** should be addressed to:

Oneida County Department of Public Works
Division of Engineering
ATTN: Nicole Bourgeois
5999 Judd Road
Oriskany, New York 13424

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II (CE) action under USDOT Regulations, 23 CFR 771.117(d)(3).

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection*
Section 10	Estimating & Technical Assumptions

*Section 9 will be added by supplemental agreement at a later date.

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in all sections.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident reports and history.
- Most recent bridge inspection and condition report.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Oneida County Specifications and Details.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's** Project Manager. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage **Subconsultants** and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

The **Consultant** shall complete the necessary paperwork for the project to be set-up in EBO.

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a bi-monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the PLAFAP those listed in the PLAFAP take precedence.
- This project will also be subjected to additional requirements of the 2023 BridgeNY program.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by **Subconsultants**.
- Technical compatibility of a **Subconsultant's** work with the prime **Consultant's** and other **Subconsultants'** work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the NYSDOT PLAFAP Manual.

Section 2 – Data Collection & Analysis

2.01 Design Survey

A. Ground Survey

All survey work to be performed by a **Subconsultant**. See Appendix A of the estimate for more details.

B. Photogrammetric Survey

Not in contract.

C. Stream Survey

All survey work to be performed by a **Subconsultant**. See Appendix A of the estimate for more details.

D. Survey of Wetland Boundaries

Not in contract.

E. Supplemental Survey

The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current, including soil borings and pavement cores obtained by the **Consultant** under Section 2.08.

F. Standards

Survey will be done in accordance with the standards set forth in the *NYS DOT Land Surveying Standards and Procedures Manual* and in accordance with local standards described in Section 10 of this SOS.

Project control will conform to the following:

Horizontal project control

- All horizontal coordinates will be on the State Plane Coordinate System based on North American Datum of 1983 (NAD 83 CORS). Whenever practical and economical, the survey should be tied into the NAD 83-2011 Base Network.
- Primary project control, established by GPS techniques, should be of at least C2-I order as defined in *Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques*, Federal Geodetic Control Committee.
- Primary project control, established by conventional techniques, should be of at least second order, class II, as defined in *Standards and Specifications for Geodetic Control Networks*, Federal Geodetic Control Committee, 1984. After initial angular adjustment, all traverses should reflect a precision of at least 1 part in 20,000 parts to qualify for final adjustment and then as project control.

Vertical project control

- Elevations will be based on the North American Vertical Datum of 1988 (NAVD 88).
- To qualify for adjustment, level run error, expressed in feet, must close within $0.03 \sqrt{d}$, where d is equal to the length of the level run in miles.
- Level runs should begin and end on bench marks classified as at least second order, class II. Whenever practical and economical, use two different bench marks to begin and end vertical surveys.

Abbreviated Control Report: A summary of horizontal and vertical control established will be provided, consisting of narratives describing methods and resultant printouts.

2.02 Design Mapping

Not in contract.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Crash Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will review the accident records and compare to the statewide average for similar sites to see if there are any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

2.05 Traffic Counts

The **Sponsor** will provide traffic count data for existing conditions. The **Consultant** will estimate growth factors for forecasting, and forecast data, in accordance with the requirements in the "Locally Administered Federal Aid Procedures Manual".

The **Consultant** will provide summary tables for appropriate peak periods (e.g. am, noon, pm) showing existing and design year volumes on the mainline.

2.06 Capacity Analysis

Not in contract.

2.07 Future Plans for Trails and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project.

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

The **Subconsultant** will perform soil borings at locations specified by the **Consultant**. See Appendix B for more details.

2.09 Hydraulic Analysis

Consultant will prepare a basic Hydraulic Analysis to determine if the opening of the existing bridge is adequate for a 100 year storm.

2.10 Bridges to be Rehabilitated

A. Inspection

Not in contract.

B. Bridge Deck Evaluation

Not in contract.

C. Load Rating of Existing Bridge

Not in contract.

D. Fatigue Evaluation

Not in contract.

2.11 Pavement Evaluation

Not in contract.

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project and will establish project-specific design criteria in accordance with the *NYS DOT Project Development Manual*.

The **Sponsor** will approve the selected project design criteria and will obtain NYS DOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile and typical section views which show:

- On plan: proposed centerlines, pavement edges, curve radii and termini; and existing ROW limits.
- On profile: theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- On bridge typical section: proposed superstructure types, lane and shoulder widths; railings.
- Where pertaining to feasibility: significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select on, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses

will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYSDOT Highway Design Manual*.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs.
- Pavement.
- Bridge superstructure, limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Right-of-way requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Construction cost factors.

The **Consultant** will prepare the following ANSI D sized drawings for each design alternative analyzed:

- 1" = 20' plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1" = 20' horizontal and 1" = 5' (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane and shoulder widths; ditches; gutters' curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be an Initial Project Proposal/Final Design Report (IPP/FDR).

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the *NYSDOT Project Development Manual*.

The **Consultant** will submit 2 copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments. The **Sponsor** will send a digital draft copy to NYSDOT's RLPL for preliminary NYSDOT and/or FHWA review. The **Consultant** will revise the DAD to reflect NYSDOT and/or FHWA comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with 3 copies of the signed Draft DAD for distribution to advisory agencies.

The **Sponsor** will distribute the Draft DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A. Public Information Meeting(s)

The **Consultant** will assist the **Sponsor** at 1 public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the project.

The **Sponsor** will arrange for the location of public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification.

B. Public Hearing(s)

Not in contract.

3.07 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM Manual*, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings.

The **Consultant** will submit 5 copies of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit 3 copies of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** and the NYSDOT will provide their reviews concurrently.

The **Sponsor** will grant or obtain, from or through the NYSDOT, Design Approval

Section 4 – Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

It is assumed that the project will be a Class II action. The **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

It is assumed the project will be a Type II Action, and no further SEQRA processing will be required.

4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit the same to the Sponsor for attestation. (New York State's Smart Growth policy was adopted by an amendment, to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in Chapter 7 Appendices on the LPM website.)

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands

- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the LPM and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

Based on the work performed in Sections 4.03 and 4.04, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the LPM, as well as in the PDM and the TEM. The results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

- A. PSP and ETS packages will be developed and submitted on behalf of the Sponsor.

B. State and Federal Wetlands

State Wetlands

From field observations and wetland classification sheets (available from the NYSDEC regional office), the **Consultant** will determine wetland characteristics of each delineated wetland, including:

- approximate total wetland area.
- approximate wetland area and regulated adjacent areas within existing or proposed right-of-way.
- wetland cover types (e. g., forested wetland, scrub-shrub wetland, emergent marsh, wet meadow, bog).
- NYSDEC wetland classification(s).
- dominant plant species.
- probable wetland functional values (e. g., flood flow alteration, nutrient removal, wildlife habitat).

The **Consultant** will identify and determine the nature, extent, and significance of wetland impacts of each project alternative by identifying

type(s) of impacts expected from construction activities and project changes, identifying affected acreage of regulated wetland and regulated adjacent area (e.g., within 100 feet of the delineated freshwater wetland boundary and within 300 feet of the tidal wetlands boundary) and assessing resultant potential impact on functional values.

The **Consultant** will assess appropriate avoidance, minimization, and mitigation measures to compensate for losses to regulated wetlands and adjacent areas. This analysis will be sufficient to demonstrate that the proposed action includes all practicable measures to minimize harm to the regulated wetlands and adjacent areas.

The **Consultant** will coordinate activities with the NYSDEC, APA, and other agencies, as appropriate.

Federal Wetlands

If it is determined that federal jurisdictional wetlands are present and could be affected by proposed project activities, the **Consultant** will field delineate, using appropriately marked survey flagging, the wetland boundaries within and adjacent to the project area and proposed mitigation site(s). Wetland identification and field delineation will be based on the presence of hydrophytic vegetation, wetland hydrology, and hydric soils, as outlined in the Corps of Engineers' Wetlands Delineation Manual (Environmental Laboratory, 1987). The **Consultant** will employ the "Routine On-site Inspection Methodology" (or, where appropriate, one of the specified alternative procedures) set forth in this manual.

Identification of federal jurisdictional wetlands and the field delineation must be performed by an individual or individuals trained in the three-parameter methodology adopted by the Corps of Engineers as set forth in the above manual or in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (Federal Interagency Committee for Wetland Delineation, 1989). The field delineator(s) must have at least two years of experience in wetland field delineations employing this method. The **Consultant** will submit documentation establishing these credentials to the **Municipality** for information prior to performing the wetland field delineation.

The **Consultant** will perform the wetland identification and field delineation at a time of year when soil samples may be collected (i. e., when the upper 18" of soil is not frozen) and there is sufficient live or persistent vegetation cover to reasonably make a wetland determination. In most regions of New York State, field delineation is limited to the period between March 15 and November 15; the **Consultant** must submit justification to the **Municipality** for approval for any field delineation work to be performed outside of this time frame.

Wetland boundaries within or adjacent to project limits must be accurately surveyed and shown on the design plans. Survey and mapping of these boundaries will be included under Section 2.01.

Based on the results of the site visit and wetland boundary determination, the **Consultant** will determine if federal jurisdictional wetlands will be impacted by project activities; will identify potential measures to avoid, minimize harm, or mitigate impact to the wetlands; and will determine whether an Executive Order (EO) 11990 determination will be required. The **Consultant** will identify potential wetland mitigation sites, as appropriate.

The **Consultant** will determine what COE section 404 permits (Individual or one or more Nationwide permits) may be required.

The **Consultant** will prepare a brief Executive Order (EO) 11990 Wetlands Finding Letter for submittal, via the **Municipality** and DOT, to FHWA for signature. The **Consultant** will clearly establish in the letter that there is no practicable alternative to encroachment on the wetland, and will discuss all practicable measures that would be implemented to minimize harm to the wetland. The **Consultant** will ensure that the public notification requirement has been satisfied.

Wetland Map and Delineation Report

The **Consultant** will prepare a wetland map from the project base mapping. This map will depict and label the federal-jurisdictional wetland boundaries, field sampling points, photograph locations and directions, project limits, existing roads and bridges, and hydrologic features (e. g., streams and ponds). The **Consultant** will also depict the major wetland and upland vegetation communities in the project area. This will be done either on the wetland map (if readable when reproduced) or on a separate vegetation community map.

The **Consultant** will prepare a wetland delineation report for transmittal by the **Municipality** to the COE. This report will include narrative describing:

- site ecology.
- methodology employed and sampling results.
- wetland characteristics.
- rationale for determination of wetland boundaries.
- nature of wetland impacts, including loss of wetland functions and benefits.
- avoidance, minimization of harm, and mitigation measures to compensate for impacts.
- results and conclusions.

Attachments will include:

- site location map (1:24000 scale).
- available wetland maps (NYSDEC Freshwater Wetlands Maps; National Wetland Inventory Maps).
- County soils map (if available).
- wetland and vegetation community map(s).
- photocopy of aerial photo (if available).
- plan depicting project site and affected areas within wetland boundary, distinguishing between cut (dredging) and fill areas.
- photographic log keyed to photograph locations on wetland map.
- names and résumés of report preparers and field delineators.
- list of references used.

4.06 Permits and Approvals

The **Consultant** will determine the need for all applicable permit(s) and certification(s), including but not necessarily limited to:

- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification

4.07 Public Hearing

Not in contract.

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

The **Consultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **Sponsor**.

5.02 Right-of-Way Survey

The **Consultant** will perform a supplemental survey as needed to accurately determine existing right-of-way limits and establish side property lines.

5.03 Right-of-Way Mapping

The **Consultant** will meet with the **Sponsor** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Sponsor**.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-Way Plan

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the LPM.

5.05 Right-of-Way Cost Estimates

The **Consultant** will provide cost estimates for the right-of-way to be acquired by the **Sponsor** on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Public Hearings/Meetings

The **Consultant** will conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law. Public hearings will be included under Section 3.06.

5.07 Property Appraisals

The **Consultant** will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies).

5.08 Appraisal Review

The **Sponsor** must have a Certified General Appraiser review the property appraisals. The appraisal reviewer will recommend a value of "just compensation" to the Sponsor. The Sponsor must set the value of just compensation prior to offers being made to the property owners.

5.09 Negotiations and Acquisition of Property

Property offers must not be made until authorization is granted to the **Sponsor** by the NYSDOT.

The **Consultant** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the **Sponsor** in order to obtain the property.

5.10 Relocation Assistance

The **Consultant** will administer relocation assistance to displaced persons and businesses and oversee their relocation and vacating the property, under the close supervision of the NYSDOT Regional Right-of-Way Liaison.

5.11 Property Management

The **Consultant** will:

- Prepare an inventory of all improvements acquired.
- Prepare and deliver all required rental notices, rental permits and rental information.
- Collect rentals and payments for salvaged items.
- Maintain improvements in safe and secure manner.
- Oversee the removal of improvements by owners or third-party purchasers.
- Demolish improvements when available prior to project construction.
- Dispose of excess right-of-way.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Rehabilitation Bridges

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the *NYS DOT Bridge Manual*. For each bridge, the **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYS DOT Bridge Manual*.

B. Bridge Rehabilitations

Not in contract.

C. Selected Structural Treatment

Not in contract.

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be 90% complete.

As part of this task the **Consultant** will prepare templated cross sections in areas where necessary.

Advance Detail Plans will be in accordance with Chapter 21 of the *NYS DOT Highway Design Manual*.

The **Consultant** will prepare and submit 3 copies of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare the individual sections the of build-ready contract documents shown below:

- Special notes.
- Specifications.
- Plans.
- Estimate of Quantities
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval.

The **Sponsor** will prepare the individual sections the of build-ready contract documents show below:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.

The **Sponsor** will compile all sections the of build-ready contract documents into the build-ready package. Once approved, the **Sponsor** will submit 3 copies of the contract documents to the NYSDOT as described in the *PLAFAP Manual*.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Department Support Section of the NYSDOT Design Quality Assurance Bureau (see *PLAFAP Manual Appendix 10-8*).

6.06 Railroads

Not in contract.

6.07 Bridge Inventory and Load Rating Forms

Not in contract.

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect the comments generated by that review. The **Sponsor** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc).
- Preparation and submission EBO Construction Template to NYSDOT.
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
- Checking for accuracy of quantity calculations.
- Determining appropriateness of price bid for work in the item.
- Determining whether the low bidder is qualified to perform the work.

The **Consultant** will prepare and compile the package of information to be transmitted to the **Sponsor**.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the "Locally Administered Federal Aid Procedures (PLAFAP) Manual."

Section 8 - Construction Support

8.01 Support Services

The **Consultant** shall provide support services consisting of design response to unanticipated or changed field conditions, analysis and participation in proposed design changes, and ongoing interpretation and classification of design plans.

8.02 On Site Field Changes

In response to unanticipated and varying field conditions or changes in construction procedures, the **Consultant** shall conduct on-site field reconnaissance and where required prepare Field Change Sheets modifying pertinent contract plan sheets. The **Consultant** shall analyze and recommend for implementation design changes proposed by the County or the construction contractor. This shall include Maintenance and Protection of Traffic Plans.

8.04 Interpretation

The **Consultant** shall interpret and clarify design concepts, plans and specifications.

8.05 Shop Drawings

The **Consultant** shall review and release upon acceptance structural shop drawings for construction.

8.06 Progress Meetings.

The **Consultant** shall attend progress meetings with the State when requested.

8.07 As-Built Drawings

When the project is complete, the **Consultant** shall transfer the as-built information provided by the inspection staff to the digital drawings.

The **Consultant** shall submit the as-built drawings to the **Municipality**; one (1) copy shall be on 22"x34" paper, one (1) copy shall be on 22"x34" mylar and one (1) copy in digital PDF format.

The **Consultant** shall also submit one (1) copy of the as-built drawings to the **Sponsor** in digital PDF format.

Section 9 - Construction Inspection

To be added under Supplemental Agreement

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

Section 1

- 1.06 – Meetings
 - Estimate 2 people will attend 5 general meetings and 1 person (the project engineer) will attend 5 external general meetings during the life of this agreement.
 - Estimate 2 people will attend 3 meetings with the County to discuss progress.
 - Estimate 2 people will attend 1 meeting with NYSDOT / County to discuss alternatives.
 - Estimate 2 people will attend 1 meeting for review of the ADP submission.
 - Estimate 4 people will attend the take-line meeting.
 - Estimate 2 people will attend 18 joint progress meetings with NYSDOT / County
- 1.07 - Estimate 12 cost and progress reporting periods will occur during the life of this agreement.
- 1.11 – Estimate 2 subcontractors will be needed.

Section 2

- 2.01 - Estimate 4 days of Supplemental Survey.
- 2.04 - Estimate 0 accidents will require analysis.
- 2.06 - Estimate 0 capacity analyses will be required.
- 2.08 - Estimate 4 soil borings will be taken.
- 2.09 - Estimate **Subcontractor** to perform inspection of Reall Creek and submit 1 electronic report of findings. **Consultant** will analyze the findings and present recommendations.
- 2.10 - Estimate 4 pavement cores will be taken.

Section 3

- 3.02 – Development of Alternatives
 - Estimate 0 concepts will be evaluated.
 - Estimate 2 design alternative(s) will be analyzed in addition to the null alternative.
- 3.03 - Estimate 2 cost estimate plus 2 updates will be required.
- Estimate 1 bridge will be replaced.
- 3.04 - Estimate 2 submissions of the DAD
- 3.05 - Estimate 2 responses will be required for individual agency review comments.
- 3.06 - Estimate 1 public information meeting.
- 3.07 - Estimate 2 submissions of the Final DAD.

Section 4

- 4.01 & 4.02 – For estimating purposes, we have assumed that the proposed action will be Type II action under SEQRA, and D-list under NEPA. Therefore, other than normal typical environmental documentation as required per the LAFAP, no detailed studies are required.
- 4.02 – No work required under this section, except to verify project to be a Type II, and documenting such in the appropriate section of the DAD.
- 4.04 – Assume no tree removal required as part of this project.
 - Estimate wetlands within 100 feet of the bridge will be delineated.
 - Estimate 0 asbestos samples will be taken.
 - Estimate 0 lead paint samples will be taken.
- 4.05 - Estimate 1 Detailed Environmental Analyses will be required.
- 4.05 – Assume floodplain / floodway impact analysis will not be required.
- Estimate preparation of a PSP for Cultural Resources. Estimate no Phase 1A or 1B Cultural Resource Assessments will be required.
- 4.06 - Estimate 2 permits will be required.
- 4.07 – Estimate there will be no Public Hearing.

Section 5

- 5.01 - Estimate 4 properties will require title searches.
- 5.03 - Estimate 4 ROW maps will be required.
- 5.09 - Estimate 4 property temporary easement acquisitions will be required.

Section 6

- 6.01 - Final Design will include but not be limited to:
 - Development of bridge plans.
 - Highway (approach) design.
 - Maintenance and protection of traffic during construction.
 - Preparation and submission of final Plans, Specifications and Estimate (PS&E) for the project.
- 6.04 - A cost estimate will be provided plus 1 update will be required.
- 6.05 - Estimate 1 utility company and 0 railroad agencies will be affected.
- The County will initiate coordination with the affected utility company.
- Estimate 2 site visits will be required. 1 for initial coordination and 1 to verify the proposed location to relocate utilities.

Section 7

- 7.01 - Estimate 25 copies of the final contract bid documents will be needed for prospective bidders in hard copies and on CDs.
- Assume the Consultant will send 1 full size mylar cover to the Sponsor for signature, and this cover will be retained by the Sponsor and eventually included in the as-builts.
- Estimate advertisements will be placed in 1 local publication in addition to the NYS Contract Reporter. These ads will be placed by the Municipality.

- Assume no pre-bid meeting.
- Assume no Consultant present at bid opening.
- Assume 1 Addendum.
- Assume the Consultant will perform all reviews and checks per Chapter 14 of the LAFAPM.

Section 8

- 8.02 - Estimate 2 On Site Field reviews will be provided.
- 8.06 - Estimate 6 Progress Meetings will be attended by the **Consultant**.
- 8.05 - Shop Drawings will be reviewed for items to ensure conformance with design for the following items:
 - Superstructure
 - Bridge Railing

Section 9

- Not in contract.

10.02 Technical Assumptions

Section 2

2.01 Design Survey

- All survey is to be provided by the **Consultant**. MPT traffic control will not be required for survey work.
- GPS methods and equipment will be used to establish horizontal control.
- Design mapping will be provided in English Units in Bentley MicroStation compatible (.dgn) electronic format only.
- Base mapping will be 1" = 20' scale mapping (22" x 34") using the US survey foot and the contour interval will be 1 foot.

2.03 Determination of Existing Conditions

- Right-Of-Way will be mapped to survey grade accuracy.
- The **Sponsor** will provide any available record plans to assist the Surveyor in establishing utility and roadside inventory.
- If present, stormwater sewer closed drainage structures will be opened if possible for the accurate mapping

2.09 Hydraulic Investigations

- It is assumed that a basic hydraulic analysis using HEC-RAS software will be performed to verify that the existing bridge opening is adequate. The existing flood data will be reviewed and elevations evaluated in comparing them to any potential impact from the bridge rehabilitation option. A hydraulic evaluation statement will be included within the design report.

Section 3

3.02 Development of Alternatives

- Three alternatives will be evaluated. They are:
 - a. Null
 - b. Bridge Replacement
 - c. Bridge Rehabilitation

3.06 Public Information Meeting

- It is assumed that a determination of preferred alternative will be made prior to the public information meeting.

Section 4

Environmental

- A reconnaissance-level site visit will be used to identify ecological cover type, mature trees on or adjacent to the site (and record their position with GPS) and to confirm/supplement desktop data collection efforts.
- A wetland delineation will be performed and a report prepared, if a jurisdictional determination is required it will be a preliminary jurisdictional determination.
- The action will be a SEQRA Unlisted or Type II Action. An EIS will not be required.
- The wetland permit will be a Nationwide Permit with no mitigation required.
- A PSP and ETS review package will be prepared for the proposed project.
- Asbestos and lead sampling will not be required.
- Biological assessments will not be required.
- A Phase 1A/1B archeological investigation and/or historic resources evaluation will not be required.
- Any fees associated with public notification will be paid by the Town.
- It is assumed that a "No Effect" determination will be made by SHPO.
- It is assumed that no on-site air quality or noise monitoring will be required.
- It is assumed that the proposed work is anticipated to result in new fill within the floodplain and new structures are proposed in the floodway. However, this scope does not include FEMA studies or floodplain analysis as it is assumed that it is not needed.
- No Section 4(f) and 6(f) screenings are anticipated during the design process. It is assumed that detailed studies will not be required.
- Hazardous Waste/Contaminated Material Screening (HW/CM) Screening interviews will be conducted with private property owners and will be limited to commercial property owners of impacted parcels if necessary. Interviews will be conducted as part of the site walk-over, and no cost allowance has been made for separate site visits to conduct the interviews.

- The HW/CM Screening is based on the assumption that development and preparation of a sampling and analysis plan will not be required.
- The ACM Assessment is based on the assumption that development and preparation of an asbestos sampling plan will not be required.
- Asbestos and lead paint sampling will not be required.
- A Project Submittal Package will be prepared and submitted to the Regional Local Project Liaison (RLPL) for RCRC review. No allowance has been made for a site visit with the RCRC following PSP submittal. It is assumed that the RCRC will issue a “No Effect” Finding based on the PSP.
- No allowance has been made for additional meetings or CR coordination. It is assumed that no further coordination with the SHPO and THPO will be required.
- It is assumed that a SPDES permit will not be required
- It is assumed a SWPPP and NOI will not be required.
- Assume HEC-RAS analysis of proposed structure will verify no impact on current floodplain/floodway.

Section 5

Right-of-Way

- It is assumed that the bridge rehabilitation will be progressed through final design and that no right of way acquisitions will be required. A temporary easement may be required during construction.
- ROW for the entire length, sidelines will be assembled from County records and tax maps, any further ROW, easements or boundary determinations will be completed under a supplemental agreement.
- The generation of digital tax map files is not anticipated.
- It is assumed that property owner outreach can be accomplished in one (1) day.
- It is assumed that each acquisition is valued less than or equal to \$5,000. A Last Owner Title Search will be performed, and a Limited Last Owner Title Certification issued.
- It is assumed that Waiver Valuations will be completed in lieu of Appraisals.
- It is assumed that negotiations will be limited to two (2) days per parcel.

Section 6

Detailed Design

- Final design will only be completed for the new bridge structure.
- Lighting design is not included.
- Design of a closed drainage system or additional drainage structures is assumed to not be required.
- It is assumed that the bridge type will be a concrete deck on steel girder superstructure with abutments on piles for the substructure.

ATTACHMENT A: COST ESTIMATE



SCHEDULE A.1

SALARY RATE SCHEDULE

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield

JOB TITLE		AVERAGE HOURLY RATES			MAX	MAX	MAX	OVERTIME CATEGORY
		PROJECTED 2025	PRESENT 2023	RATES 2023	HOURLY	HOURLY	HOURLY	
					RATES 2024	RATES 2025		
Project Manager	VI (A)	\$ 87.83	\$ 81.99	\$ 96.50	\$ 99.88	\$ 103.37	A	
Senior Geotechnical Engineer	V (A)	\$ 68.74	\$ 64.17	\$ 73.10	\$ 75.66	\$ 78.31	B	
Senior Structural Engineer	V (A)	\$ 69.82	\$ 65.18	\$ 80.75	\$ 83.58	\$ 86.50	B	
Senior Highway Engineer	V (A)	\$ 69.42	\$ 64.80	\$ 80.00	\$ 82.80	\$ 85.70	B	
Real Property Specialist	V (A)	\$ 90.52	\$ 84.50	\$ 84.50	\$ 87.46	\$ 90.52	B	
Project Engineer	IV (A)	\$ 56.67	\$ 52.90	\$ 76.30	\$ 78.97	\$ 81.73	B	
Environmental Scientist	IV (A)	\$ 58.86	\$ 54.95	\$ 59.10	\$ 61.17	\$ 63.31	B	
Design Engineer	III (A)	\$ 48.13	\$ 44.93	\$ 59.00	\$ 61.07	\$ 63.20	B	
Design Engineer	II (A)	\$ 40.15	\$ 37.48	\$ 41.50	\$ 42.95	\$ 44.46	B	

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day



SCHEDULE A.2

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield

TITLE	GRADE	TASK I	TASK II	TASK III	TASK IV	TASK V	TASK VI	TASK VII	TASK VIII	TASK IX	TOTAL		
											HOURS	RATE	COSTS
Project Manager	VI	70	10	70	10	20	50	40	40		310	\$87.83	\$27,227.22
Senior Geotechnical Engineer	V			10							10	\$68.74	\$687.41
Senior Structural Engineer	V		75	80			60				215	\$69.82	\$15,011.83
Senior Highway Engineer	V			60			80				140	\$69.42	\$9,718.15
Real Property Specialist	V					80					80	\$90.52	\$7,241.48
Project Engineer	IV	35	10	330			330	40	80		825	\$56.67	\$46,750.94
Environmental Scientist	IV				20						20	\$58.86	\$1,177.28
Design Engineer	III	15		360			530	40	80		1025	\$48.13	\$49,333.39
Design Engineer	II		5	160			160				325	\$40.15	\$13,048.59
SUBTOTAL			120	100	1070	30	100	1210	120	200	2950		\$170,196.28

- TASK I General
- TASK II Data Collection & Analysis
- TASK III Preliminary Design
- TASK IV Environmental
- TASK V Right-of-Way
- TASK VI Detailed Design
- TASK VII Advertisement, Bid Opening and Award
- TASK VIII Construction Support
- TASK IX Construction Inspection*

*Note: Construction Inspection Task will be submitted as a Supplemental and is not included in this estimate.



EXHIBIT B.1

Estimate of Direct Non Salary Cost

 23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
 Town of Deerfield

EXPENDABLE COSTS

1. Travel

Trips to Project	trips	miles per	
Syracuse	10	56 miles/trip	\$560.00

Total Mileage	560 @	\$0.555	\$310.80
---------------	-------	---------	----------

TOTAL TRAVEL			\$310.80
--------------	--	--	----------

2. Reproduction, Drawings & Report
 Design Phase I - IV

	each	sheets/set	sets	
Mylars 22x34	\$18.00	52	1	\$936.00
Drawings 22x34	\$0.70	52	4	\$145.60
Drawings 11x17	\$0.20	52	4	\$41.60
Reports	\$0.15	30	4	\$18.00
			0	

TOTAL DRAWING, REPORT, REPRODUCTION			\$ 1,141.20
-------------------------------------	--	--	-------------

3. Owner's Protective Insurance (Estimated)			\$0.00
---	--	--	--------

4. Meals and Lodging			\$0.00
----------------------	--	--	--------

5. Postage/Mail	0 deliveries	\$0.00 each	\$0.00
-----------------	--------------	-------------	--------

TOTAL DIRECT NON - SALARY COST			\$1,452.00
--------------------------------	--	--	------------



SCHEDULE B.2

SALARY RATE SCHEDULE

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



RENAISSANCE
G E O T E C H N I C A L
E N G I N E E R I N G

Certified DBE & MBE

JOB TITLE		AVERAGE HOURLY RATES			MAX	OVERTIME
		PROJECTED 2024	PRESENT 2023	RATES 2024	HOURLY RATES	CATEGORY
Principal Geotechnical Engineer VII	(A)	\$ 66.00	\$ 63.77	\$ 120.57	B	
Senior Geotechnical Engineer VI	(A)	\$ 53.00	\$ 51.21	\$ 88.80	B	

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day



EXHIBIT B.3

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



TITLE	GRADE	TASK I	TASK II								TOTAL		
											HOURS	RATE	COSTS
Principal Geotechnical Engineer	VII(A)	40	40								80	\$66.00	\$5,280.00
Senior Geotechnical Engineer	VI(A)		10								10	\$53.00	\$530.00
SUBTOTAL		40	50								80		\$5,810.00

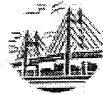
TASK I Drilling Oversight/Assistance
TASK II Foundation Report



EXHIBIT B.4

Estimate of Direct Non Salary Cost

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



RENAISSANCE
GEOTECHNICAL
ENGINEERING

Certified DBE & MBE

EXPENDABLE COSTS

1. Travel

Trips to Project	trips	miles per	
Albany	4	160 miles/trip	\$640.00

Total Mileage	640 @	\$1.760	\$1,126.40
---------------	-------	---------	------------

TOTAL TRAVEL			\$1,126.40
--------------	--	--	------------

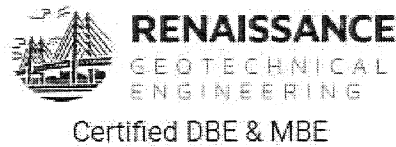
TOTAL DIRECT NON - SALARY COST			\$1,126.40
--------------------------------	--	--	------------



EXHIBIT B.5

SUMMARY OF TOTAL PROJECT COSTS

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



Item IA, Direct Technical Salaries (estimated)		\$5,810.00
Item IB, Direct Technical Salaries Premium Portion of overtime		\$0.00
Item IIA, Direct Non-Salary Cost (estimated)		\$1,126.40
Item IIB, Direct Non-Salary Cost (estimated) (Sub-Consultant Cost)		\$0.00
Item IIC, Direct Non-Salary Cost (estimated) (Sub-Contractor Cost)		\$0.00
Item IIIA, Overhead (estimated)	268%	\$15,570.80
Item IIIB, Fixed Fee (estimated)	0%	\$0.00
		=====
	TOTAL COST	\$22,507.20
	MAXIMUM AMOUNT PAYABLE	\$23,000.00

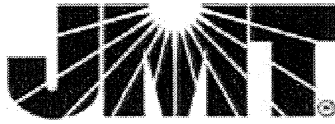


EXHIBIT B.6

SALARY RATE SCHEDULE

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



JOB TITLE			AVERAGE	MAX	OVERTIME
			HOURLY RATES	HOURLY	CATEGORY
			PRESENT	RATES	
			1/1/2024	7/1/2024	
Principal of Firm	IX (A)	\$	84.00	\$ 84.00	A
Project Manager	VII (A)	\$	84.00	\$ 84.00	A
Engineer II	II (N)	\$	24.30	\$ 25.52	B
Technician III	III (N)	\$	26.00	\$ 27.30	B
Technician II	II (N)	\$	23.00	\$ 24.15	B

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week



EXHIBIT B.7

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



TITLE	GRADE	TASK I	TASK II	TASK III	TASK IV	TASK V	TASK VI	TASK VII	TOTAL		
									HOURS	RATE	COSTS
Principal of Firm	IX (A)	1							1	\$84.00	\$84.00
Project Manager	VII (A)	6	2	1	2	5	5	6	27	\$84.00	\$2,268.00
Engineer II	II (N)				6		32	38	76	\$24.30	\$1,846.80
Technician III	III (N)					8	20		28	\$26.00	\$728.00
Technician II	II (N)		6	6		38	40		90	\$23.00	\$2,070.00
SUBTOTAL		7	8	7	8	51	97	44	222		\$6,996.80

- TASK I Billing and Processing
- TASK II NEPA
- TASK III SEQRA
- TASK IV Smart Growth
- TASK V Screenings and Preliminary Investigations
- TASK VI Detailed Studies and Analysis
- TASK VII Permitting



EXHIBIT B.8

Estimate of Direct Non Salary Cost

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



EXPENDABLE COSTS

1. EDR Report	\$365.00 each	\$365.00
		=====
	TOTAL DIRECT NON - SALARY COST	\$365.00



EXHIBIT B.9

SUMMARY OF TOTAL PROJECT COSTS

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



Item IA, Direct Technical Salaries (estimated)		\$6,996.80
Item IB, Direct Technical Salaries Premium Portion of overtime		\$0.00
Item IIA, Direct Non-Salary Cost (estimated)		\$365.00
Item IIB, Direct Non-Salary Cost (estimated) (Sub-Consultant Cost)		\$0.00
Item IIC, Direct Non-Salary Cost (estimated) (Sub-Contractor Cost)		
Item IIIA, Overhead (estimated)	105%	\$7,347
Item IIIB, Fixed Fee (estimated)		\$1,500.00
		=====
	TOTAL COST	\$16,208
	MAXIMUM AMOUNT PAYABLE	\$17,000.00

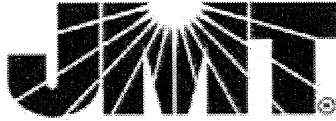


EXHIBIT B.10

SALARY RATE SCHEDULE

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



JOB TITLE	AVERAGE HOURLY RATES OVERTIME				
		PROJECTED 2024	PRESENT 2023	CATEGORY	
Project Manager	IV (N)	\$ 65.63	\$ 62.50	B	
Project Engineer	IV (N)	\$ 55.65	\$ 53.00	B	
Engineer III	III (N)	\$ 49.37	\$ 47.02	B	

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day



EXHIBIT B.11

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



TITLE	GRADE	TASK I	TASK II	TASK III							TOTAL		
											HOURS	RATE	COSTS
Project Manager	IV	3	3	4							10	\$65.63	\$656.30
Project Engineer	IV	120	40	6							166	\$55.65	\$9,237.90
Engineer	III		40	6							46	\$49.37	\$2,271.02
SUBTOTAL		123	83	16							222		\$12,165.22

- TASK I Develop analytical model in AASHTOWare BrR and provide reports for assumed single span curved steel bridge
- TASK II Prepare and PE Seal Level 1 Load Rating Report compliant with NYSDOT EI 20-026
- TASK III Attend meetings with JMT/OCDOT/NYS DOT for discussion



EXHIBIT B.12

Estimate of Direct Non Salary Cost

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



EXPENDABLE COSTS

1. Miscellaneous	\$500.00
	=====
TOTAL DIRECT NON - SALARY COST	\$500.00



EXHIBIT B.13

SUMMARY OF TOTAL PROJECT COSTS

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield



Item IA, Direct Technical Salaries (estimated)		\$12,165.22
Item IB, Direct Technical Salaries Premium Portion of overtime		\$0.00
Item IIA, Direct Non-Salary Cost (estimated)		\$500.00
Item IIB, Direct Non-Salary Cost (estimated) (Sub-Consultant Cost)		\$0.00
Item IIC, Direct Non-Salary Cost (estimated) (Sub-Contractor Cost)		
Item IIIA, Overhead (estimated)	180%	\$21,897.40
Item IIIB, Fixed Fee (estimated)	10%	\$3,406.26
		=====
	TOTAL COST	\$37,968.88
	MAXIMUM AMOUNT PAYABLE	\$38,000.00



EXHIBIT B.14

Estimate of Services By Sub-Contractor Cost

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield

Survey - Susan M. Anacker Professional Land Surveyor PLLC



Topographical and Hydraulic Survey
*See Appendix A for more details

\$ 26,500.00

Subsurface Investigation - CME Associates, Inc.



Subsurface Exploration Services
*See Appendix B for more details

\$ 36,000.00

=====
*TOTAL DIRECT SERVICES BY OTHERS \$62,500.00



EXHIBIT C

SUMMARY OF TOTAL PROJECT COSTS

23-03441-001 - Firehouse Road over Reall Creek PIN 2754.90
Town of Deerfield

Item IA, Direct Technical Salaries (estimated)			\$170,196.28
Item IB, Direct Technical Salaries Premium Portion of overtime			\$0.00
Item IIA, Direct Non-Salary Cost (estimated)			\$1,452.00
Item IIB, Direct Non-Salary Cost (estimated) (Sub-Consultant Cost)	Renaissance Geotechnical Engineering OSPA Engineering Services, PC Prudent Engineering, LLP	\$ 22,507.20 \$ 16,208.44 \$ 37,968.88	\$76,684.52
Item IIC, Direct Non-Salary Cost (estimated) (Sub-Contractor Cost)			\$62,500.00
Item IIIA, Overhead (estimated)	158%		\$268,910.12
Item IIIB, Fixed Fee (estimated)	10%		\$43,910.64

=====
TOTAL COST \$623,653.56

MAXIMUM AMOUNT PAYABLE \$624,000.00

Attachment D
(Change Order)

Contract No.	<u>#####</u>
Project No.	<u>PIN #####</u>
Change Order No.	<u>1</u>
Effective Date	<u>Month, Day, Year</u>

CHANGE ORDER

This Change Order modifies the Agreement entered into the X day of Month, Year, between Oneida County ("COUNTY") and JMT of New York, Inc. ("CONSULTANT") as follows:

1. **Change in Services:**
 - 1.1. CONSULTANT shall provide additional construction inspection services as defined in Exhibit A, attached hereto and incorporated herein.

2. **Change in time of Performance** (attach schedule if appropriate):
 - 2.1. No Change.

3. **Change in CONSULTANT's Compensation:**
 - 3.1. CONSULTANT shall be compensated an additional fee in the amount of \$XXXX.00 as defined in Exhibit A, attached hereto and incorporated herein.

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

COUNTY

CONSULTANT

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

Signature

Michael D. Fuller, P.E., P.M.D.
Associate Vice President

Date: _____

Approved

Signature

Andrew Dean, Esq.
Deputy County Attorney-Administration



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2024

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

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

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 470.582.9324 FAX (A/C, No): 470.582.9324 E-MAIL ADDRESS: greylingcerts@greyling.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : American Casualty Co of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER C : National Fire and Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B : American Casualty Co of Reading, PA	20427	INSURER C : National Fire and Marine Insurance Co	20079	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : The Continental Insurance Company	35289													
INSURER B : American Casualty Co of Reading, PA	20427													
INSURER C : National Fire and Marine Insurance Co	20079													
INSURER D :														
INSURER E :														
INSURER F :														
INSURED JMT of New York, Inc 19 British American Blvd Latham, NY 12110	JOHNMR1													

COVERAGES

CERTIFICATE NUMBER: 728217444

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7040041298	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA7040013520	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUE6011444526	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC740013551	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability incl. Pollution Liability			42EPP32528502	12/1/2023	12/1/2024	Per Claim Aggregate \$10,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Bridge Replacement Project Firehouse Road Over Reall Creek 2754.90.
 The County is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.
 The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract.
 Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.
 Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.
 Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

County of Oneida 800 Park Avenue Utica NY 13501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details ^

ENTITY NAME: JMT OF NEW YORK, INC.

DOS ID: 15372

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: -

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 08/17/1920

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 08/17/1920

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: NEW YORK

NEXT STATEMENT DUE DATE: 08/31/2024

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY STREET, NEW YORK, NY, UNITED STATES, 10005

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: BRIAN J. STRIZKI

Address: 40 WIGHT AVENUE, HUNT VALLEY, MD, UNITED STATES, 21030

Principal Executive Office Address

Address: 40 WIGHT AVENUE, HUNT VALLEY, MD, UNITED STATES, 21030

Registered Agent Name and Address

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY ST., NEW YORK, NY, 10005

Entity Primary Location Name and Address

Name:

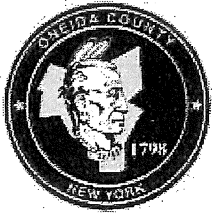
Address:

Famcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
PAR VALUE	500,000	\$0.01000



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

ANTHONY J. PICENTE, JR.
 County Executive

MATTHEW S. BAISLEY
 Commissioner

April 17, 2024

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

APR 20 24-270

PUBLIC WORKS
 WAYS & MEANS

Dear County Executive Picente,

As you know, the County owns several athletic fields at its property located on Bell Road (between East Chestnut Street and Floyd Avenue) in Rome. The County currently leases part of the property—the northern football field—to the Rome Colts Pop Warner Football Association. It leases another part—the western softball fields—to Rome Girls' Softball League, Inc. The County allows the use of another part of the property—the eastern baseball fields—by City of Rome Youth Baseball, Inc.

The City of Rome Youth Baseball, Inc. has asked to formalize this arrangement and to lease the athletic fields at the eastern part of the property. Enclosed for you review, please find a lease agreement with the City of Rome Youth Baseball, Inc. for a term of five years beginning on January 1, 2024. The County will charge only \$1.00 for the lease, and no annual rent, recognizing that the consideration provided by the City of Rome Youth Baseball is the promotion of youth sports and recreation, a public purpose.

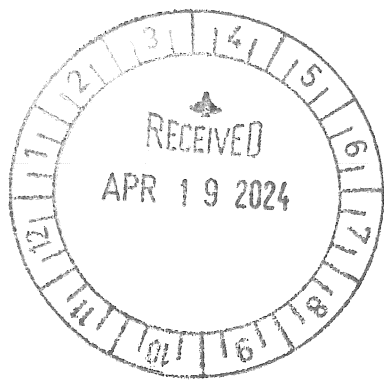
If acceptable, I ask that you please forward this agreement to the Board of Legislators for its review and consideration.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley
 Matthew S. Baisley
 Commissioner

Enclosures



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

 Anthony J. Picente, Jr.
 County Executive
 Date 4-19-24

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Rome Baseball Association, Inc.
1606 Craig Street
Rome, New York 13440

Title of Activity or Service: Lease

Proposed Dates of Operation: June 1, 2024 – Jun 1, 2029

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: The County owns several athletic fields at its property located on Bell Road (between East Chestnut Street and Floyd Avenue) in Rome. It currently leases part of the property—the northern football field—to the Rome Colts Pop Warner Football Association. It leases another part—the western softball fields—to Rome Girls’ Softball League, Inc. The County allows the use of another part of the property—the eastern baseball fields—by Rome Baseball Association, Inc.

The Rome Baseball Association has asked to formalize this arrangement and to lease the athletic fields at the eastern part of the property. This agreement is a lease to the Rome Baseball Association, Inc. for a term of five years. The County will charge only \$1.00 for the lease, and no annual rent, recognizing that the consideration provided by the Rome Baseball Association is the promotion of youth sports and recreation, a public purpose.

2) Program/Service Objectives and Outcomes: To promote youth sports, recreation, and athletics by providing for the use of baseball fields by a youth athletic association.

3) Program Design and Staffing: N/A

Total Funding Requested: \$1.00 (revenue)	Account #:
Oneida County Dept. Funding Recommendation:	\$1.00 (Revenue)
Proposed Funding Sources (Federal \$/State \$/County \$):	\$1.00 (Revenue)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

LEASE AGREEMENT

This Lease Agreement (“Lease”), effective January 1, 2024, is by and between the County of Oneida, a New York municipal corporation its principal offices at 800 Park Avenue, Utica, New York 13501 (“County”), and City of Rome Youth Baseball, Inc., a New York not-for-profit corporation with a mailing address of P.O. Box 4337, Rome, New York, 13442-0827 (the “RBA”).

WITNESSETH:

WHEREAS, the County owns real property located at 1101 Floyd Avenue in Rome, New York, including several athletic fields located in the northern half of such property, as more particularly shown on Exhibit A annexed hereto; and

WHEREAS, the RBA is a youth athletic association and wishes to lease part of the property to conduct sporting and recreational activities; and

WHEREAS, the County wishes to lease to the RBA, and the RBA wishes to lease from the County, the land identified as “Parcel C” as shown on Exhibit A hereto (“Parcel C”) for such sporting and recreational activities as RBA may schedule during the term hereof; and

NOW THEREFORE, in consideration of the sum of One Dollar and Zero Cents (\$1.00) lawful money of the United States, in hand paid by the RBA to the County, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. DEMISED PREMISES. The RBA shall have the right to occupy and use, for the purposes herein stated, Parcel C, together with any and all improvements now in existence the “Demised Premises”). The RBA shall be permitted to place items of a non-permanent nature on the Demised Premises (i.e., sign boards, bleachers, grandstands, etc.) at its sole cost and expense, with the understanding that such property shall be removed at the expiration of the Lease

Agreement, absent consent of the County that such property may remain. The RBA shall have the right to make fixed installations (i.e., light poles, scoreboard, permanent seating, etc.) at its sole cost and expense to the Demised Premises upon the prior written approval of the County. Such approval shall not be unreasonably withheld. The RBA agrees that it shall be responsible for complying with all rules, regulations, codes, ordinances, and like laws, at its sole cost and expense.

2. TERM. The term of this Lease shall commence on January 1, 2024 and expire on December 31, 2028.

3. TERMINATION. Either party may terminate this Lease by providing one hundred eighty (180) days' written notice to the other to the address first set forth above.

4. RENT. There shall be no rent due from the RBA to the County during the term of this Lease. The RBA's provision of athletic activities within Oneida County, and maintenance of Parcel C, is deemed to be valuable consideration to the County. However, the RBA shall be responsible for all charges, costs and/or expenses emanating from or related to the use and occupancy of the Demised Premises, including but not limited to, water, electricity or other utilities used or consumed in connection with the use and occupancy of the Demised Premises.

5. MAINTENANCE/REPAIR. The RBA shall keep the Demised Premises in good repair and shall maintain the premises such that it is suitable for use as baseball fields. The Demised Premises shall be kept free from any unsafe or hazardous condition throughout the term of this Lease or any renewal thereof. The RBA shall take all reasonable and necessary steps and/or precautions to ensure that the Demised Premises are secured when not in use by the RBA or an approved sub-lessee. All costs associated with the maintenance and repair of the Demised Premises shall be the responsibility of the RBA.

6. INSURANCE. The RBA covenants and agrees to provide and maintain, in full force and effect during the term of this Lease, for the benefit of the County, Commercial General Liability (CGL) coverage with limits of insurance of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, sexual abuse, products, completed operations, and personal and advertising injury. The 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, with a waiver of subrogation. The RBA shall, prior to commencement of the term, deliver to the County a duplicate original or a certificate of all policies of insurance required to be provided by the RBA under this paragraph, together with evidence of payment therefor, and including an endorsement which states that such insurance may not be cancelled except on at least thirty (30) days prior written notice to the County. All policies of insurance required to be provided and kept in force by the RBA pursuant to this paragraph shall be written by one or more insurance companies authorized to do business in the State of New York.

7. LIABILITY. It is understood and agreed that the RBA shall assume and be responsible for all damages to the Demised Premises and any persons and that the County will not be responsible for any loss, damage or injury, whether to person or property, or both, that may occur from any cause whatsoever occurring in, on or about the Demised Premises during the term of this Lease. The RBA shall, at its sole cost and expense, indemnify, defend, and hold harmless the County and its officers, employees and agents from and against all liabilities, losses, suits, claims, damages, actions, fines, fees and penalties (including actual attorneys' fees), incurred in

connection with any claims, actions or proceedings brought, arising from or asserted against the County or the Demised Premises as a result of any accident, injury, or death of the RBA and its officers, employees, guests, invitees, licensees, or any other persons or loss of or damage to the Demised Premises by theft, casualty or otherwise, occurring or claimed to have occurred in, on or about the Demised Premises as a result of the RBA's actions or negligence.

8. NO-ASSIGNMENT OR SUBLEASE. The RBA shall not assign this Lease or sublease the Demised Premises or any part thereof without the prior written consent of the County.

9. NON-DISCRIMINATION. No participant who is otherwise eligible shall be denied the privilege of participating in the RBA's activities and/or the use of the Demised Premises on account of membership in any class of persons identified in federal or state antidiscrimination statutes.

10. NO-WAIVER. No waiver of any breach or breaches of any provision or condition of this Lease shall be construed to be a waiver of any preceding or succeeding provision or condition of this Lease or breach of same, and no waive shall be effective unless set forth in writing by the waiving party.

11. HEADINGS. The headings used throughout this Lease are for convenience only and shall not be construed to limit, restrict or impair the rights or obligations of the parties as contained therein.

12. SEVERABILITY. If any part of this Lease is adjudged to be invalid or illegal, then only that part shall be void and have no effect. All other parts of this Lease shall remain in full force and effect.

13. AUTHORIZATION. The County and Lessee each represent and warrant that this Lease has been approved in accordance with its governing by-laws and/or procedures and that the

individual(s) executing the within instrument have full authority to act on behalf of and bind the respective parties.

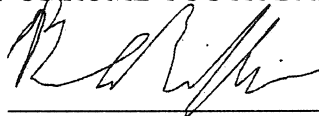
IN WITNESS WHEREOF, the parties have caused this instrument to be executed.

COUNTY OF ONEIDA COUNTY

CITY OF ROME YOUTH BASEBALL, INC.

By: _____

Anthony J. Picente, Jr.
County Executive

By:  _____

Brice Griffin
President

Date: _____

04/19/2024

Date: _____

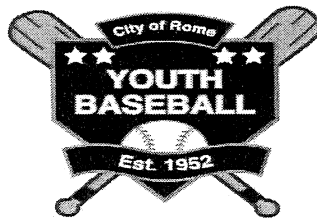
Approved:

By: _____

Andrew Dean, Esq.
Deputy County Attorney

Exhibit A – Demised Premises (Parcel C only)





SPECIAL BOARD MEETING

Date: April 11, 2024

Time: 6:00pm

Location: Bell Road Field

Invited: Brice Griffin, Ashley Parra, Kerri Griffin, Chris Jackson, Heather Pacicca, Eric Centro, Bernie Adorino, Teisha Centro, Raul Parra

Absent: Chris Jackson, Bernie Adorino (joined via phone)

Meeting start: 6:45 pm

Meeting adjourned: 7:52 pm

ORDER OF BUSINESS:

- A special board meeting was called to order to discuss the termination of two board members, Jennifer Roth and Jeremy Roth.
- Concerns were raised and considered in the decision-making process, with the final outcome in favor of removal by total majority of members in attendance.
- A Notice of Termination letter was emailed to the above mentioned parties to inform them of the decision.
- Vice President Brice Griffin was approved by majority to assume the position of President with Chris Jackson acquiring the position of Vice President effective immediately.
- Board unanimously approved the implementation of a Zero Tolerance Policy for all coaches and team personnel to sign. Brice is creating/revising an updated Code of Conduct.

Next Board Meeting: Wednesday, May 8, 2024
American Legion Smith Post 6 pm



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

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

May 10, 2024

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

FN 20 24-271
PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

In 2023, the County executed an agreement with Fisher Associates, P.E., L.S., L.A., D.P.C. to provide consulting services for various structure replacement projects. Enclosed is Change Order 3 to the agreement, pursuant to which Fisher Associates will provide additional design services for the C2A-13 Kellogg Street culvert replacement project and the C2-43 Town Lide Road culvert replacement project.

The total cost of the additional services is \$9,000.00, which with previous change orders brings the total contract price to \$140,800.00. There is no change to the contract term, which was previously extended (by Change Order 2) to end on December 31, 2025.

The Board of Acquisition & Contract has approved this change order. If it meets with your approval, I ask that you please forward it to the Board of Legislators for its consideration.

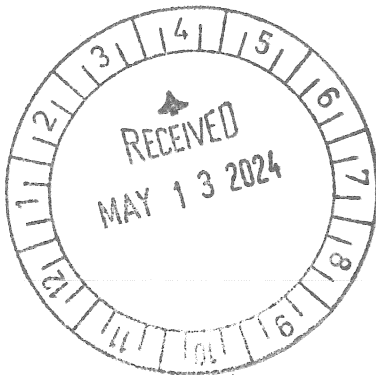
Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures



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

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

Date 5-13-24

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Fisher Associates, P.E., L.S., L.A., D.P.C.
 180 Charlotte Street
 Rochester, NY 14607

Title of Activity of Service: Change Order #3
 Project Design Services

Proposed Dates of Operation: Start on Execution – 12/31/2025

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

In 2023, the County executed an agreement with Fisher Associates, P.E., L.S., L.A., D.P.C. to provide consulting services for various structure replacement projects. Pursuant to this Change Order 3, Fisher Associates will provide additional design services for the C2A-13 Kellogg Street culvert replacement project and the C2-43 Town Lide Road culvert replacement project. The total cost of the additional services is \$9,000.00, which with previous change orders brings the total contract price to \$140,800.00. There is no change to the contract term, which was previously extended (by Change Order 2) to end on December 31, 2025.

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

3) Program Design and Staffing: N/A

4) Funding

	Account #:	H-DPW-077 (H-615)
	Total Funding Requested:	\$140,800.00
	Oneida County Dept. Funding Recommendation:	\$140,800.00
Proposed Funding Sources	Federal:	\$ 0.00
	State:	\$0.00
	County:	\$140,800.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

Contract No. 171254 (Original)
184226 (CO #1)
186620 (CO #2)
Change Order No. 3
Effective Date 2/9/2024

CHANGE ORDER

This Change Order modifies the Agreement, executed May 2, 2023 (as previously modified by Change Order 1 and Change Order 2, the "Agreement"), between the County of Oneida ("County") and Fisher Associates, P.E., L.S., L.A., D.P.C. ("Consultant"), as follows:

1. Change in Services:

1.1. Consultant will provide additional design services for the C2A-13 Kellogg Street & C2-43 Town Line Road structure replacement projects, as described in Attachment A.

2. Change in time of Performance:

2.1. None.

3. Change in Consultant's Compensation:

3.1. Consultant shall be compensated an additional lump sum fee in the amount of \$9,000.00. The revised maximum amount payable shall be \$140,800.00.

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

COUNTY

CONSULTANT

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date:

Emily M. Smith
Signature

Emily M. Smith
Vice President

Date: 5/10/2024

Approved

Signature

Andrew Dean, Esq.
Deputy County Attorney-Administration

Attachment A

(Additional Design Services Proposal)



Transportation
Land Development
Energy

February 06, 2024

Mr. Jason Swistak
Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, NY 13424

**RE: Supplemental Agreement #2 - C2A-13 Kellogg St Utility & C2-43 Town Line Rd Separation
Contract No. 171254 - Stokes Westernville Rd and Various Other Culvert Replacement Projects**

Dear Mr. Swistak:

Fisher Associates, P.E., L.S., L.A., D.P.C. (Fisher) is pleased to submit this proposal to Oneida County (County) related to Supplemental Agreement #2, C2A-13 Kellogg St Utility & C2-43 Town Line Rd Separation for Contract 171254 - Stokes Westernville Rd and Various Other Culvert Replacement Projects.

Project Description:

Fisher will design sanitary sewer realignment and storm line replacement as required for the C2A-13 Kellogg Street culvert replacement and update permitting for the proposed sanitary sewer stream crossing. Fisher also has designed a segment of the existing water main to be replaced within the limits of the C2A-13 Kellogg Street culvert replacement. Fisher also created a separate contract plan and specification submittal for C2-43 Town Line Road culvert replacement to be bid separately from the remainder of the culvert replacement package.

Design Tasks:

The project consists of the following tasks:

- Design and detail sewer main realignment to travel along New Street and cross the creek to connect with the existing sewer manhole on the western side of Martin Brook
- Coordinate with permitting agencies for additional stream disturbance caused by the sewer main crossing
- Detail a storm pipe along the north side of Kellogg Street and design an additional storm manhole to combine storm lines within the New Street intersection
- Detailed a water main replacement within the limits of excavation, including one round of comments received from the Village of Clinton
- Created a separate plan set and special notes for C2-43 Town Line Road culvert replacement to be bid separate from the remaining culvert sites

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



Deliverables:

The project contains the following deliverables:

- Updated plan sheets for C2A-13 Kellogg Street to include the utility design and details
- Updated engineer's estimate for C2A-13 Kellogg Street to reflect additional utility specifications
- Permit coordination email update for C2A-13 Kellogg Street sewer crossing
- Separate contract plan set and special notes for C2-43 Town Line Road culvert replacement

Schedule:

The following is a tentative schedule for this project assuming a Notice to Proceed date of 2/9/2024:

- C2A-13 Sanitary and Storm Design Begin: 2/12/2024
- C2A-13 Kellogg St Culvert Plan Submission: 3/01/2024
- C2A-13 Kellogg St Permit Coordination: 2/16/2024

The following are the submission dates for the work that has been requested by the County and completed prior to the supplemental agreement.

- C2A-13 Kellogg St Water Main Design & Contract Plan Updates: 11/14/2023
- C2-43 Town Line Separate Contract Set Submittal: 1/26/2024

Assumptions:

- No additional survey is required.
- Coordination with property owners is not needed for this project.
- Permit coordination for the sanitary sewer crossing can be completed via email and does not include a separate joint permit application submission.
- No alternatives will be evaluated for this project.
- Estimate 1 conference calls during the life of this agreement.
- Estimate 1 construction cost estimates will be required.
- Estimate 1 round of comments received from Oneida County/Village of Clinton

Compensation:

The fees for the above engineering services will be an agreed upon lump sum cost prior to performing the work. These cost estimates are based on the anticipated scope of work outlined above, which represents our best judgment at this time as to the effort required to achieve the stated objectives. It must be recognized however, that unforeseen conditions that may become evident during the project may alter the effort required. Should additional work be requested, or events occur that are beyond the Scope of Services and Assumptions outlined herein, revisions to the budget may be necessary. The client will be notified immediately of any conditions requiring a change in the scope of work and budget. All labor charges for additional work will be



on an hourly basis for the time spent working on the project, plus reimbursement at cost for direct non-salary expenses such as transportation, reproduction of reports and drawings, and other project related items. Our hourly billing rates, which include overhead and profit, are based on the following schedule:

<u>Personnel Category</u>	<u>Billing Rate</u>
Principal In Charge	\$ 250.00
Project Manager	\$ 176.00
Project Engineer	\$ 165.00
Design Engineer	\$ 130.00
Senior Designer	\$ 130.00

Total Supplemental #2 Cost:

C2-43 Town Line Road: \$1,100.00
C2A-13 Kellogg Street: \$7,900.00

Terms and Conditions:

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

Acceptance:

This proposal may be accepted by signing in the appropriate space on page 3 of this proposal and returning one copy to us. Issuance of a purchase order implicitly acknowledges acceptance of the scope, approach and assumptions of this proposal and attached Statement of Terms and Conditions. This proposal is valid for a period of 60-days from the date issued.

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

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

Dana White, PE
Senior Project Manager

enclosure: Fisher Associates Standard Terms and Conditions



Acceptance:

This proposal for Supplemental Agreement #2, C2A-13 Kellogg St Utility & C2-43 Town Line Rd Separation for Contract 171254 - Stokes Westernville Rd and Various Other Culvert Replacement Projects, is hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of:

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

Contract Amount: \$9,000.00

Signature

Date

Printed Name

CONFIDENTIAL

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

STATEMENT OF TERMS AND CONDITIONS

Section 1. Services. Fisher Associates, P.E., L.S., L.A., D.P.C. (“FA”) shall provide (CLIENT) with the “Services” set forth in the Proposal for Services (“Proposal”) under the terms and conditions set forth herein. FA’s Services will be performed on behalf of and solely for the exclusive use of CLIENT for the purposes set forth in the Proposal and for no other purpose.

The standard of care for all professional engineering and related services performed or furnished by FA under this Agreement will be the care and skill ordinarily used by members of FA’s profession practicing under similar circumstances at the same time and in the same locality. FA makes no warranties, express or implied, under this Agreement or otherwise, in connection with FA’s services.

Section 2. Insurance. FA maintains Workers Compensation Insurance with respect to its employees within statutory required amounts. FA also maintains Automobile Liability insurance and General and Professional Liability insurance. Certificates of Insurance evidencing such coverage will be provided to CLIENT upon written request.

CLIENT shall be responsible for all other forms of property, casualty and liability insurance coverage required for the project, and hereby agrees to indemnify and hold FA harmless against all suits, orders, judgments, actions, causes of actions and claims arising as a result of personal injury, death or property damage occurring at the project site or in areas otherwise under the control of the CLIENT.

Section 3. Secured Ownership. The CLIENT acknowledges that it has secured ownership of the property upon which the project will be built or that such ownership and/or access will be secured by the CLIENT.

Section 4. Subconsultants & Subcontractors. FA, with the CLIENT’s approval, will engage firms to produce such services as soil borings, laboratory testing and engineering services for which FA does not have necessary capacity in-house. FA prefers that the CLIENT contract for these services directly; if not, FA cannot undertake to guarantee or be responsible for their performance or the accuracy of their results.

Section 5. Construction Observation/On-site Services.

A) General. FA, upon CLIENT’s written request, will provide personnel to observe and report to CLIENT on specific aspects or phases of CLIENT’s project construction. FA’s Observation Services do not include any supervision or direction of work of any contractor or subcontractor, or their respective employees, agents or servants. CLIENT shall notify each contractor or subcontractor that FA’s observation services do not include supervision or direction of the work and that neither the presence of FA’s field representative nor the services of observation and testing by FA, shall excuse the contractor or any subcontractor from the obligation to correct any defects then or thereafter discovered in the respective contractor’s or subcontractor’s work. FA will not be responsible for any contractor’s, or subcontractor’s compliance with the provisions of any contract nor for the observation or supervision of any contractor’s, or subcontractor’s use of personnel, machinery, equipment, safety precautions or procedures.

B) Site Safety. FA, by entering into an agreement with CLIENT or by performing construction observation services, does not undertake any liability or responsibility for the development, supervision, or enforcement of any job or site safety requirements; nor for any failure of any contractor, subcontractor, or other third person or entity present on the Site to comply with the Occupational Safety and Health Act (Federal OSHA), or with any regulations or standards promulgated thereunder, or with any state, county, or municipal law, regulation, or ordinance of similar import or intent.

Section 6. Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by FA as instruments of Service, shall remain the sole property of FA. All reports and other work prepared by FA for CLIENT shall be utilized solely for the intended purposes and Site described in the Proposal. FA will retain all pertinent documents for a period of three (3) years following the submission of FA’s material to CLIENT. Such documents will be available to CLIENT upon request at FA’s office during office hours on reasonable notice, and FA will furnish copies to CLIENT for the total cost of reproduction of the same.

Section 7. Opinions of Probable Construction Cost. When the scope of services indicates opinions of probable construction costs are to be provided, FA will prepare opinions of probable construction costs based upon standard engineering practice, drawing from recognized cost estimating standards and experience with previous projects of similar design. CLIENT recognizes that FA has no control over the pricing in the marketplace and that FA is not a construction contractor. Though FA will use diligence in preparing opinions of probable construction cost, it does not warrant or guarantee that CLIENT will obtain these costs at the time of bidding. Additionally, any costs related to re-design of the project subsequent to bidding to lower the project cost would be considered additional services.

Section 8. CLIENT’s Duty to Notify FA of Hazards. CLIENT represents and warrants that it will provide FA with any and all information known to or suspected by CLIENT with respect to 1) the existence or possible existence at, on or under the Site of any hazardous materials, or pollutants and 2) to disclose the location and quantity of all previously installed asbestos-containing materials (ACM’s) or presumed ACM’s in their facilities.

If unanticipated potentially hazardous materials, pollutants or ACM’s are encountered during the course of the work, FA shall have the right 1) to suspend its work immediately and 2) to terminate the work described in the Proposal, upon ten (10) days of FA’s written notice of intent to terminate, unless FA and CLIENT agree upon a mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions and revised fees. CLIENT shall remain liable for and shall pay all fees and charges incurred under the provisions of the Proposal through the date of termination, notwithstanding CLIENT and FA not having reached a new, mutually satisfactory, revision of their agreement.

Section 9. Release of Stamped Drawings. FA reserves the right to withhold stamped drawings produced for any phase of this project under the terms of this agreement until all invoices billed up to that point in the project have been paid in full.

Section 10. Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and FA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

Section 11. Limitation of Liability. To the fullest extent permitted by law, the CLIENT agrees to limit FA's liability for CLIENT damages to the amount of FA's fee for this project. The limitation of liability shall exclude liability for consequential damages such as lost profits and loss of use. This limitation shall apply regardless of the cause of action or legal theory asserted.

Section 12. Firm Publicity. FA has the right to photograph the above-named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the CLIENT agrees to provide reasonable access to the facility. The CLIENT also agrees to cite the name of FA as Design Engineer in all publicity, presentations, and public relations activities that mention the name of the facility.

Section 13. Controlling Law. This agreement is to be governed by the laws of the State of New York.

Section 14. Successors & Assigns.

- A) CLIENT and FA each is hereby bound and the partners, successors, executors, administrators and legal representatives of the CLIENT and FA (and to the extent permitted by Section 14.B the assigns of the CLIENT and FA) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B) Neither CLIENT nor FA may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated, to maintain regulatory compliance, or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C) Unless expressly provided otherwise in this Agreement:
 - 1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the CLIENT or FA to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2) All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive

benefit of the CLIENT and FA and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of Section 14.C shall appear in the Contract Documents.

Section 15. Billing, Payment, and Contract Termination. CLIENT will pay FA for services performed in accordance with the rates and charges set forth in the Proposal. Invoices for FA's services will be submitted on a monthly basis, or upon completion of services, as indicated in the Proposal. All invoices will be due by CLIENT upon receipt. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from invoice date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month.

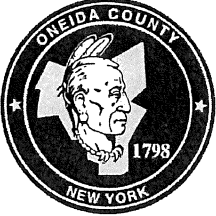
FA may terminate this Agreement upon giving the CLIENT 14 calendar days prior written notice for any of the following reasons:

- 1) CLIENT fails to pay any invoice in full within sixty (60) days after invoice date, FA may, at any time, and without waiving any other rights or claims against CLIENT, and without thereby incurring any liability to CLIENT, elect to terminate performance of services upon fourteen (14) calendar days prior written notice by FA to CLIENT.
- 2) Breach by the CLIENT of any material term of this Agreement.
- 3) Material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties hereto to reach accord on the fees and charges for any Additional Services required because of the changes.

The CLIENT may terminate this Agreement at any time with or without cause upon giving FA 30 calendar days prior written notice. The CLIENT shall within 60 days of termination reimburse FA for all expenses incurred by FA in connection with termination of this Agreement. CLIENT shall pay FA in full for all services rendered by FA to the date of termination of services plus all interest, termination costs and expenses incurred by FA and related to such termination. CLIENT shall be liable to reimburse FA for all fees of any collection agency, which may be based on a percentage at a maximum of 25% of debt, and all costs and expenses of collection, including reasonable attorneys' fees FA incurs for such collection efforts. FA's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude FA from the exercise of such rights or other rights and remedies under this instrument, or at law. Receivables defined in the Scope of Services not completed as of the date of termination will remain property of FA.

Section 16 Severability

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.



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

AMANDA L. CORTESE-KOLASZ
COUNTY ATTORNEY

May 14, 2024

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

FN 20 24-272

PUBLIC WORKS

Re: Deeds and Easements, Public Parking Facility

WAYS & MEANS

Dear County Executive Picente,

As you know, the County is nearing completion of its new public parking facility adjoining the Wynn Hospital. This facility is a capstone of the County's historic investments in the City of Utica, which have already produced unparalleled levels of economic growth and prosperity.


The legal work for this project is progressing, and the County will need to accept conveyances of several real property interests from Mohawk Valley Health System ("MVHS"). These conveyances will constitute part of the consideration to the County for MVHS' use of the public parking facility.

To elaborate, there are 20 parcels within the project area. The County has already obtained title to 9 of these. MVHS has obtained title to the remaining 11 parcels. In the coming weeks, MVHS will convey these 11 parcels to the County. Additionally, MVHS will convey certain ingress/egress easements and maintenance easements. At some point, the County may also acquire a real property interest in Cornelia Street from the City of Utica.

The County Charter requires the Board of County Legislators to approve all conveyances of real property. Consequently, we respectfully ask that, should you agree with accepting these conveyances, you forward this request to the Board of County Legislators for its consideration of a resolution authorizing the County to accept the conveyances in substantially such form as described on the attached preliminary boundary survey, and authorizing you to execute all instruments (deeds, easements, et cetera) necessary to memorialize the same.

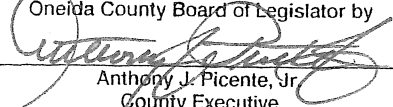
Please do not hesitate to contact me should you have any questions, and thank you for your attention to this matter.

Very truly yours,


Andrew Dean, Esq.

Deputy County Attorney - Administration

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


Anthony J. Picente, Jr.
County Executive

Date 5-14-24