



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION FOR JUNE 9, 2021 MEETING

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

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www.ocgov.net



ONEIDA COUNTY BOARD OF ELECTIONS

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

Anthony J. Picente Jr.
County Executive

Sarah F. Bormann
Democratic Commissioner
315-798-5762

Nichole D. Shortell
Republican Commissioner
315-798-5763

FN 20 21 - 118

GOVERNMENT OPERATIONS

May 10, 2021

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

WAYS & MEANS

Dear County Executive Picente:

Attached is an extension of an agreement with Fort Orange Press, Inc., set to expire on May 17, 2021. This is an extension of the original 2015 agreement for the printing of ballots and related materials for use in elections across the County. Fort Orange Press, Inc. has consistently provided excellent results for our office, and the terms of this extension provide for them to charge us at 2015 rates, which represents a significant savings for the County. It is anticipated that the cost of this agreement will not exceed one hundred fifty thousand dollars (\$150,000.00) during the term of this extension, May 17, 2021 through December 31, 2021.

Should you have any questions or concerns, please do not hesitate to contact either of us. If there are no objections, I would ask for your approval by way of endorsement and forwarding this extension to the Board of Legislators for consideration at their next scheduled meeting.

Thank you for your attention to this matter.

Sincerely,

Sarah F. Bormann
Democratic Commissioner

Nichole D. Shortell
Republican Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 5-10-21



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 10, 2021

FN 20 21 - 119

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

GOVERNMENT OPERATIONS
WAYS & MEANS

Dear Mr. Picente:

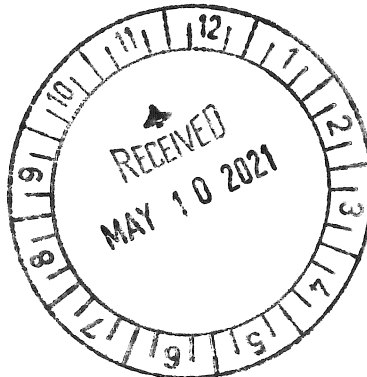
Enclosed, please find a proposed resolution regarding the semi-annual report on *Mortgage Tax Receipts*.

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

Thank you.

Very truly yours,

Anthony Carvelli
Commissioner of Finance



AC/ty

Enclosure

Cc: Mike Billard, Clerk of the Board

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

Anthony J. Picente, Jr.
County Executive

Date 5-10-21



ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH
120 Airline Street, Suite 200
Oriskany, NY 13424
Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE THOMPSON
Commissioner

March 8, 2021

FN 20 21-120

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding a copy of the 2021 Purchase of Service Agreement between the Oneida County Department of Mental Health and The ARC, Oneida-Lewis Chapter, NYSARC, Inc. for your review and signature. If this Agreement meets with approval, please forward it to the Board of Legislators for further consideration.

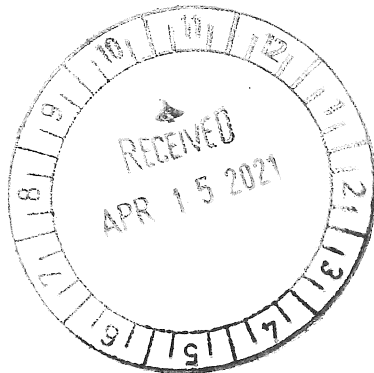
The Agreement begins on January 1, 2021 and ends on December 31, 2021. The services in this Agreement are part of a comprehensive and integrated system of community health services which are mandated by Article 41 of Mental Hygiene Law of the State of New York. The total funding amount for this period will be \$351,869.00. This funding represents 92.8% State Aid funding and 7.2% County funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Ashlee Thompson
Commissioner

AT/md
Encs.



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

Anthony J. Picente, Jr.
County Executive

Date 4-14-21

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The Arc, Oneida-Lewis Chapter, NYSARC
245 Genesee Street
Utica, NY 13501

Title of Activity or Service: Respite Program Enhancement
Assisted Competitive Employment (ACE)
Ongoing Integrated Supported Employment (OISE)

Proposed Dates of Operation: January 1, 2021 through December 31, 2021

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

- a) **Respite Program Enhancement:** Providing county designated funds to support respite programming that provides socialization activities to clients and supports the needs of families;
- b) **Assisted Competitive Employment (ACE):** ACE is a community based supported employment program which provides; intake/assessment, individualized job development, job shadowing, community internships, benefits counseling, transportation, and life skills advocacy.
- c) **Ongoing Integrated Supported Employment (OISE):** OISE provides individuals with direct placement into community based employment accompanied by needed support and follow along services. Support services include; on-site job coaching, benefits counseling, transportation, life skills advocacy, and long term job retention supports. Extended services are provided to the individual as long as they are needed to ensure gainful employment is successfully maintained.

2) Program/Service Objectives and Outcomes:

The primary objectives of all of these services is to support individuals and help them achieve and maintain the maximize independence.

3) Program Design and Staffing

All services are licensed by the NYS Office of Mental Health (OMH). Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health guidelines and regulations.

Total Funding Requested: \$351,869.00 **Account #** A4310.49516
State (92.8%): County (7.2%):

Oneida County Dept. Funding Recommendation: \$351,869.00

Proposed Funding Sources (Federal \$/ State \$/County \$): State (92.8%) County (7.2%)

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

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

Mandated Services: Yes

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **The Arc, Oneida-Lewis Chapter, NYSARC**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, which has its principal office at 245 Genesee Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2021 through December 31, 2021 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide respite services, under the New York State Office for People with Developmental Disabilities' Respite Program Enhancement, for individuals with developmental disabilities to assist those individuals and their families;
 - b. Provide Assisted Competitive Employment (ACE) services to individuals with severe mental illness, in accordance with New York State Office of Mental Health (OMH) guidelines and regulations. ACE services shall include intake/assessment, individualized job development, job shadowing, community internships, benefits counseling, transportation, and life skills advocacy;
 - c. Provide Ongoing Integrated Supported Employment (OISE) services to individuals with severe mental illness, in accordance with OMH guidelines and regulations that include on-site job coaching, benefits counseling, transportation, life skills advocacy, and long-term job retention supports as needed to ensure that gainful employment is successfully maintained.

3. For the Services provided, the County will reimburse the Provider Agency a maximum of Three Hundred Fifty-one Thousand Eight Hundred Sixty-nine Dollars and no cents (\$351,869.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the County. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
 - a. The total amount stated above may be changed by New York State from time to time as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the Oneida County Board of Legislators.
4. The County shall make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency shall participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency 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 or employees of the County or the Department by reason thereof and that they shall not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

- c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
 - f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
7. The Provider Agency shall where applicable, provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for costs not approved for reimbursements by the County or the State or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the Oneida County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the

County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency shall submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
 - a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.

10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
 - a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.

- e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency shall defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency shall indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, commercial automobile liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable in a judicial proceeding, then, such provision shall be severed and shall be inoperative and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.
 - a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - (1) The Provider Agency shall only access confidential information for which there is a need to know; and

- (2) The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
- (3) The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
- ii. The Provider Agency shall safeguard and shall not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
- iii. The Provider Agency shall report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
- iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of this Agreement and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
- v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
- vi. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.

17. The Provider Agency shall 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 State Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:

“This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to

whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

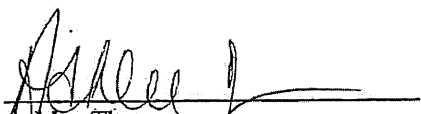
18. The Provider Agency and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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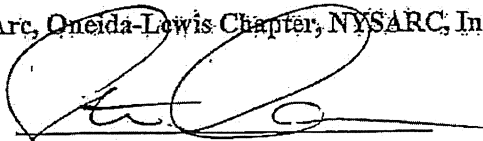
IN WITNESS WHEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

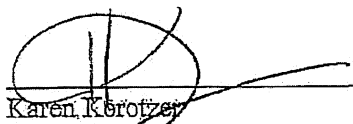
COUNTY OF ONEIDA

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

By:  _____ Date 4/13/2021
Ashlee Thompson
Commissioner, Department of Mental Health

The Arc, Oneida-Lewis Chapter, NYSARC, Inc.

By:  _____ Date 4/9/2021
Steven Gassner
President, Board of Directors

By:  _____ Date 4/12/2021
Karen Kerotzer
Chief Executive Officer

Approved

By: _____
Ellen S. Rayhill, Esq.
Assistant County Attorney

NYS ARC Oneida-Lewis Chapter	TOTAL ONE YEAR BUDGET:		\$351,869.00
APPENDIX A			
YEAR	2021		
OMH:	\$ 326,869.00		
OASAS:	\$ -		
OPWDD:	\$ -		
COUNTY:	\$ 25,000.00		
ANNUAL TOTAL:	\$ 351,869.00		
MAXIMUM TOTAL MONTHLY VOUCHERS:			
For 12 month period	\$ 29,322.42		
OMH Monthly Voucher	\$ 27,239.08		
OASAS Monthly Voucher	\$ -		
OPWDD Monthly Voucher	\$ -		
County Monthly Voucher	\$ 2,083.33		
AMENDMENT			
	\$ -		
	\$ -		
	\$ -		
ADJUSTED TOTAL:	\$ 351,869.00		

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. **EXECUTORY OR NON-APPROPRIATION CLAUSE.**

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

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

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

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

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

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

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:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 11. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 111. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
11. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- 1v. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- v1. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- v111. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- 1x. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 11. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 111. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section I09 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six

(6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "**OGS**") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 11. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

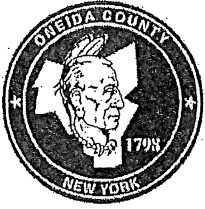
1. Upon all real property owned or leased by the County of Oneida; and

11. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

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

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

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



ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH
 120 Airline Street, Suite 200
 Oriskany, NY 13424
 Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.
 County Executive
 ASHLEE THOMPSON
 Commissioner

March 8, 2021

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


FN 20 21-121
 HEALTH & HUMAN SERVICES
 WAYS & MEANS

Dear Mr. Picente:

I am forwarding a copy of the 2021 Purchase of Services Agreement between the Oneida County Department of Mental Health and Resource Center for Independent Living Inc. for your review and signature. If this Agreement meets with your approval, please forward it to the Board of Legislators for further consideration.

The Agreement begins on January 1, 2021 and ends on December 31, 2021. The services in this Agreement are part of a comprehensive and integrated system of community health services which are mandated by Article 41 of Mental Hygiene Law of the State of New York. The total funding amount for this period will be 224,661.00. The amount reflects 100% OMH State Aid Funding;

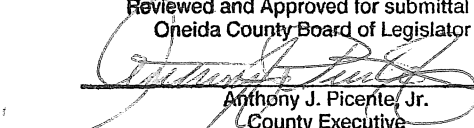
Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

 Ashlee Thompson
 Commissioner

AT/md
 Encs.



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


 Anthony J. Picente, Jr.
 County Executive

Date 5-5-21

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Resource Center for Independent Living, Inc.
131 Genesee Street
PO Box 210
Utica, NY 13503

Title of Activity or Service: Assisted Competitive Employment (ACE)
Ongoing Integrated Supported Employment (OISE)

Proposed Dates of Operation: January 1, 2021 through December 31, 2021

Client Population/Number to be Served: Adults with a serious and persistent mental illness.

Summary Statements

1) Narrative Description of Proposed Services

a. Ongoing Integrated Supported Employment (OISE)

The program services include short term job coaching, employer consultation and other relevant supports needed to assist an individual in maintaining a job placement.

b. Assisted Competitive Employment (ACE)

Long term supports in all areas of life to allow the consumer to be successful in employment.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

3) Program Design and Staffing

All services are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations.

Total Funding Requested: \$224,661.00

Account # A4310.49525

Oneida County Dept. Funding Recommendation: \$224,661.00

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

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

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

Mandated Services: Yes

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **Resource Center for Independent Living, 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 131 Genesee Street, PO Box 210, Utica, NY 13503, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from January 1, 2021 through December 31, 2021 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide Ongoing Integrated Supported Employment (OISE) services to assist job-stabilized individuals in sustaining integrated, competitive employment. These services shall be provided through the Provider Agency's offices at 131 Genesee Street, Utica, New York. Referrals for OISE shall come from the New York State Education Department's Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCESS-VR) program;
 - b. Provide Assisted Competitive Employment services including job coaching, job development, and other relevant support services to obtain and sustain integrated competitive employment. These services shall be provided through the Provider Agency's offices at 131 Genesee Street, Utica, New York. Referrals for Assisted Competitive Employment services may come from a community organization or a self-referral.
3. For the Services provided, the County shall reimburse the Provider Agency a maximum of Two Hundred Twenty-four Thousand Six Hundred Sixty-one Dollars and no cents (**\$224,661.00**) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time

and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the County. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

- a. The total amount stated above may be changed by New York State from time to time as the State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the Oneida County Board of Legislators.
4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
 5. The Provider Agency shall participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
 6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency 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 or employees of the County or the Department by reason thereof and that they shall not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
 - c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

- d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
 - f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
 - h. The Provider Agency agrees to comply with federal and state Laws as supplemented in the Department of Labor regulation and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.
7. The Provider Agency shall, where applicable, 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 shall further provide any and all required client-specific information as required by the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for costs not approved for reimbursements by the County or the State or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the Oneida County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency shall submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
 - a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
 - b. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.

10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
 - a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other

circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency shall defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency shall indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.
13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, commercial automobile liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

15. Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency compliance with the terms and conditions herein.
 - b. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable in a judicial proceeding, then, such provision shall be severed and shall be inoperative and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.
 - a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - (1) The Provider Agency shall only access confidential information for which there is a need to know; and
 - (2) The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and
 - (3) The Provider Agency will not misuse confidential information or carelessly handle confidential information.

- ii. The Provider Agency shall safeguard and shall not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.
 - iii. The Provider Agency shall report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of this Agreement and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
 - v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.
 - vi. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.
17. The Provider Agency shall not 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 State Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:

“This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”
18. The Provider Agency and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide

Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.

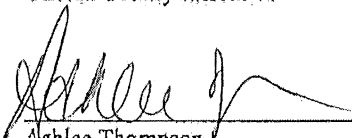
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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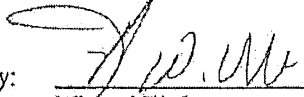
IN WITNESS WHEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

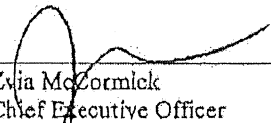
COUNTY OF ONEIDA

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

By:  _____ Date 5/5/2021
Ashlee Thompson
Commissioner, Department of Mental Health

RESOURCE CENTER FOR INDEPENDENT LIVING, INC.

By:  _____ Date 4/21/21
Michael Wade
Chair, Board of Directors

By:  _____ Date 4/19/2021
Zvia McCormick
Chief Executive Officer

Approved

By: _____
Ellen S. Rayhill, Esq.
Assistant County Attorney

Resource Center For Independent Living, Inc.		TOTAL ONE YEAR BUDGET:	\$224,661.00
APPENDIX A			
YEAR	2021		
OMH:	\$ 224,661.00		
OASAS:	\$ -		
OPWDD:	\$ -		
COUNTY:	\$ -		
ANNUAL TOTAL:	\$ 224,661.00		
MAXIMUM TOTAL MONTHLY VOUCHERS:			
<i>*For 12 month period*</i>	\$ 18,721.75		
OMH Monthly Voucher	\$ 18,721.75		
OASAS Monthly Voucher	\$ -		
OPWDD Monthly Voucher	\$ -		
County Monthly Voucher	\$ -		
AMENDMENT			
	\$ -		
	\$ -		
	\$ -		
ADJUSTED TOTAL:	\$ 224,661.00		

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 19th day of April, 2021, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
 - c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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



**ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH**
120 Airline Street, Suite 200
Oriskany, NY 13424
Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
Commissioner

FN 20 21-122

April 1, 2021

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

The Oneida County Department of Mental Health (4310) currently oversees a Social Worker position, #900, that is funded entirely by the Department of Family and Community Services. Both departments have mutually agreed that the position function is more compatible with the Children and Adult Services Department (6011).

I therefore respectfully request that the Board of Legislators approve the transfer of the Social Worker function from department 4310 to department 6011. I am also requesting transfer of the following 2021 funds related to the position.

TO:
AA# A6011.101 – Salaries \$59,045

FROM:
AA# A4310.101 – Salaries \$59,045

Thank you very much for your time and consideration of this request.

Respectfully submitted,

Ashlee L. Thompson, MHA, MEd., Master CASAC
Commissioner of Mental Health

CC: County Attorney
Comptroller
Budget

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

Anthony J. Picente, Jr.
County Executive

Date 4-20-21

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

March 8, 2021

FN 20 21-123

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: North Utica Senior Citizens Recreation Center, Inc. renewal contract

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County, through its Department of Family and Community Services, and The North Utica Senior Citizens Recreation Center, Inc., for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

The purpose of this Agreement is to provide fiscal intermediary services for Oneida County's Aging Programs that include flexible consumer-directed care using budget based care plans provided by program coordinators, consumers and caregivers. This Agreement funds Caregiver Support Program Emergency Respite Services, the Community Living Program, the Alzheimer's Association Respite Grant and Community Based Services Program. The total amount of this Agreement is \$222,500.00.

This Agreement will commence on January 1, 2021 and will terminate on December 31, 2021.

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

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/md
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 5-4-21

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The North Utica Senior Citizens Recreation Center, Inc.
50 Riverside Drive
Utica, New York 13502

Title of Activity or Service: Fiscal Intermediary Services

Proposed Dates of Operation: January 1, 2021 – December 31, 2021

Client Population/Number to be Served: Oneida County residents aged 60+

- (a) Caregiver Support Program Emergency Respite Service:**
Approximately fifty (50) clients are expected to be in need of respite services.
- (b) Community Living Program (CLP):**
Approximately forty (40) elderly and disabled individuals most at risk for Medicaid spend down and Nursing Home Placement.
- (c) Alzheimer's Associations Respite Grant:**
Approximately forty (40) scholarships are available for clients with Alzheimer's or a related disorder in need of respite services.

Summary Statements

1) Narrative Description of Proposed Services

- (a) Caregiver Support Program Emergency Respite Services** addresses the immediate, intermittent respite needs for a caregiver and care receiver.
- (b) Community Living Program (CLP)** will provide Oneida County with the ability to develop a flexible consumer directed model of service to allow clients to remain in their community.
- (c) Alzheimer's Association Respite Grant** will address the immediate, intermittent respite needs for caregivers and care receivers who suffer from Alzheimer's or related disorder.

2) Program/Service Objectives and Outcomes:

- (a) Caregiver Support Program Emergency Respite Services** will provide support service activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community.
- (b) Community Living Program (CLP)** will link individuals with home and community based services and supports, using a budget based consumer driven plan of care, with services and goods selected by the consumer or primary caregiver.
- (c) Alzheimer's Association Respite Grant** will provide support services activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers of clients with Alzheimer or another related disease.

3) Program Design and Staffing: N/A

Total Funding Requested: \$222,500.00

Account # A6772.495135
A6774.495.99
A6772.495149

Oneida County Dept. Funding Recommendation: \$222,500.00

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

- **Caregiver Respite Program (IIIE) (#A6772.495135) \$28,000.00**
Federal: 75% (\$21,000.00) State: UMN (\$45,000) County: 25% (\$7,000.00)
- **Community Living Program (CLP) (#A6774.49599) \$62,000.00**
Federal: 0% (\$0) State: 75% (\$46,500.00) County: 25% (\$15,500.00)
State UMN: (\$45,000.00)
- **Alzheimer's Association Respite Grant (#A6772.495135) \$45,500.00**
Federal: 0% (\$0) State: 100% (\$45,500.00) County: 0% (\$0)

Cost Per Client Served: N/A

Is service mandated? Yes

Past Performance Data: The agency has been providing this service since 2016 and the Department is happy with its performance.

O.C. Department Staff Comments: BIPP Caregiver was removed for the 2019 contract.

AGREEMENT

This Agreement made and entered into by and between **The North Utica Senior Citizen's Recreation Center, Inc.**, a domestic not-for-profit corporation, with principal offices located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation existing and organized under the laws of the State of New York, with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter collectively known as the "**COUNTY**," all parties to the Agreement hereinafter collectively known as the "**PARTIES**."

WITNESSETH:

WHEREAS, the **COUNTY** and the **CONTRACTOR** entered into an agreement whereby the **CONTRACTOR** provides services to Oneida County residents, hereinafter referred to as the "Original Agreement," (**COUNTY** contract number 91648), a copy of which is attached hereto as Exhibit "A." The Original Agreement was in effect from January 1, 2019 through December 31, 2019; and

WHEREAS, the Original Agreement included terms that allow the **County** to renew this annual agreement up to a total of four consecutive one year terms; and

WHEREAS, the **PARTIES** previously entered into a First Renewal to the Original Agreement for a term of January 1, 2020 through December 31, 2020; and

WHEREAS, the **PARTIES** are desirous of entering into a Second Renewal to the Original Agreement;

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

1. The Second Renewal to the Original Agreement shall commence January 1, 2021 and terminate December 31, 2021.
2. The Total reimbursement from the **COUNTY** to the **CONTRACTOR** for the term of this Second Renewal shall not exceed two hundred twenty-two thousand five hundred dollars (\$222,500.00).

3. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have signed this Second Renewal on the date stated.

The North Utica Senior Citizen's Recreation Center, Inc.

By: Sandra Soroka
Sandra Soroka
Executive Director

Date: 4/1/2021

Oneida County Department of Family and Community Services

By: Colleen Fahy-Box
Colleen Fahy-Box
Executive Director

Date: 4/26/21

County of Oneida

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

Date: _____

Approved:

By: _____
Richard P. Ferris, Esq.
Assistant County Attorney

AGREEMENT

THIS AGREEMENT, hereinafter known as "Agreement," by and between **THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 by and through its **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter collectively known as the "**COUNTY**," each a "**PARTY**" and collectively the "**PARTIES**."

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal Administration on Aging (AOA)-Older Americans Act Title III, Title V, New York State Office for the Aging (NYSOFA) – Expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers (MIPPA)/ Senior Health Insurance Program (SHIP), and County of Oneida funds; and

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

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

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

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

1. **TERM OF THE AGREEMENT**

A. The term and conditions of this Agreement shall commence **January 1, 2020** and terminate **December 31, 2020**.

B. At the **COUNTY's** sole discretion, this Agreement may be renewed for three (3) additional one-year agreements. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR** on an annual basis and the **COUNTY** reserves the right to seek the same or similar services from third parties.

2. **SCOPE OF SERVICES**

A. The **CONTRACTOR** shall provide flexible consumer-directed care services as part of a consumer's individualized budget-based plan of care created by the **COUNTY**, specifically, the program case coordinator, in collaboration with the consumer or the consumer's primary caregiver.

B. The **CONTRACTOR** shall maintain detailed accounting records for each consumer's care budget, independent financial audits, and funds for the purchase of community services and supports required by this Agreement.

C. The **CONTRACTOR** shall establish a Memorandum of Understanding, consistent with this Agreement, with various community agencies based on consumer selection. The **CONTRACTOR** shall provide goods and services selected by the consumer or their caregiver, to be purchased out of the consumer's individual care budget, and listed in the consumer's self-directed plan of care.

D. The **CONTRACTOR** shall provide flyers, brochures, and family education materials deemed necessary and approved by the **COUNTY**.

E. The **CONTRACTOR** shall provide a monthly accounting of the program's fund balance with copies of invoices and other necessary supporting documents as required by the **COUNTY**.

F. The **COUNTY**, specifically the program case coordinator, will fax an approval form for each authorized service to each provider prior to services starting, and will provide the **CONTRACTOR** with a copy of each faxed approval form.

3. **PERFORMANCE OF SERVICES**

A. The **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services. The **CONTRACTOR** shall use its best efforts to perform the services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the consumer or consumer's caregiver in order to determine the location, method, details, and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The **CONTRACTOR** may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide the Assistants with any salary or benefits. The **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable federal, state or local laws and regulations.

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

4. **REIMBURSEMENT FOR SERVICES**

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

B. The COUNTY shall reimburse the CONTRACTOR for services provided an amount not to exceed \$198,500.00, of which a maximum of \$19,850.00 shall be utilized for program administration. The breakdown of program funding will be as follows:

PROGRAM

•Caregiver Support Program Emergency Respite Services (IIE)	\$63,000.00
•Community Living Program (EISEP/CLP)	\$90,000.00
•Alzheimer's Association Respite Grant	\$45,500.00
TOTAL	\$198,500.00

C. Reimbursement shall be made in four (4) installments upon submission of a COUNTY voucher in compliance with the Oneida County Office for the Aging Voucher Instructions for Units of Services Contracts, attached hereto as APPENDIX C. The reimbursement schedule will be as follows:

<u>DATE</u>	<u>PAYMENT AMOUNT</u>
• January 1, 2020	\$49,625.00
• April 1, 2020	\$49,625.00
• July 1, 2020	\$49,625.00
• October 1, 2020	\$49,625.00

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

E. The COUNTY shall not be liable for any late fees or any interest on late payments.

F. The obligations of the PARTIES hereunder are conditioned upon the continued availability of New York State, federal and COUNTY funds for the purpose set forth in this Agreement. Should funds become unavailable or should appropriate New York State, federal, and/or COUNTY officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the COUNTY shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the COUNTY shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to

termination and in no event will the COUNTY be responsible for any actual or consequential damages as a result of termination.

G. The COUNTY reserves the right to withhold reimbursement under this Agreement due to the CONTRACTOR's failure to properly perform its obligations under this Agreement. The COUNTY may withhold reimbursement for including but not limited to:

1. defective services;
2. third party claims;
3. failure of the CONTRACTOR to pay its subcontractors, if any;
4. damage to the COUNTY; or
5. failure to carry out the services in accordance with this Agreement.

H. It is understood and agreed that the COUNTY shall not be responsible for any costs incurred by the CONTRACTOR prior to the effective date or following the termination date of this Agreement.

5. TRAINING

The CONTRACTOR's Assistants shall not be required to attend or undergo any training by the COUNTY. The CONTRACTOR shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the CONTRACTOR and its Assistants to the COUNTY shall be that of Independent Contractors. The CONTRACTOR's Assistants shall not be considered employees of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The CONTRACTOR's Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY.

B. The CONTRACTOR warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The CONTRACTOR and the COUNTY agree that the CONTRACTOR is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

C. The CONTRACTOR's Assistants shall not be eligible for compensation from the COUNTY due to 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 the **CONTRACTOR's** Assistants shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

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

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

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

H. The **CONTRACTOR** shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. NON ASSIGNMENT CLAUSE

The CONTRACTOR shall not 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 corporation or person without the prior written consent of the COUNTY.

9. **STANDARD ASSURANCES**

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, the AOA, the NYSOFA, and the COUNTY, more fully described in APPENDIX A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The CONTRACTOR shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The CONTRACTOR shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., "*This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.*"). The CONTRACTOR shall forward copies of all materials to the COUNTY at the end of each month.

F. The COUNTY shall conduct a program review to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

10. **NYSOFA TERMS AND CONDITIONS**

A. The CONTRACTOR agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
4. Older Americans Act (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, shall provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the **COUNTY** for providing services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation

services provider of their choice. The **CONTRACTOR** shall train Assistants that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that this Agreement with the **COUNTY** is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors shall perform such work in accordance with the terms of the Area Plan. The **COUNTY** agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the **COUNTY**, for providing services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

11. GRIEVANCE PROCEDURES

The **CONTRACTOR** shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached as **APPENDIX B**.

12. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The **CONTRACTOR** shall keep program funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions for Units of Services Contracts, refer to **APPENDIX C**.

C. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations) given to the supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

D. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the Agreement is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75.381

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the **CONTRACTOR** and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

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

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the

CONTRACTOR shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

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

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

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Business Automobile Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**. The **COUNTY** must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

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

F. Business Automobile Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a Business Auto Liability Insurance policy in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** shall have

the COUNTY added to said insurance policies as a named additional insured, on a primary and non-contributory basis.

G. Excess/Umbrella Liability Insurance: The CONTRACTOR shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The CONTRACTOR shall have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Excess/Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

H. Professional Liability Insurance: The CONTRACTOR shall, during the term of this Agreement maintain a professional liability policy and shall provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The CONTRACTOR shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The CONTRACTOR shall require any subcontractor(s) to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the CONTRACTOR in the above Insurance Coverage Requirements paragraphs.

K. Payment(s) to the CONTRACTOR may be suspended in the event that the CONTRACTOR and its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The CONTRACTOR waives all rights against the COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Business Automobile Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

15. REPORTING REQUIREMENTS

A. The COUNTY shall, pursuant to the requirements of CSEP/ III-E funded programs, comply with the Definition of Services, April 2011, as established by the NYSOFA (96-PI-43).

B. The CONTRACTOR shall provide the COUNTY with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate consumer records on each consumer who receives services through this program; the **COUNTY** shall have access to the consumer records upon request; the **COUNTY** shall have ownership of all consumer's records and files.

D. The **CONTRACTOR** shall comply with policies ensuring consumer confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to a consumer's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

16. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services under this Agreement, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

A. The Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **COUNTY** reserves the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to consumers shall not be detrimental to the consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the consumers' behalf.

18. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the **PARTIES** and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all **PARTIES**.

C. By signing below, the **PARTIES** agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Appendix AA (Caregiver Support Program for Respite Services Policies and Procedures), Appendix A (State and Local Regulations), Appendix B (Oneida County Office for the Aging Grievance Procedures), Appendix C (Oneida County Office for the Aging Voucher Instructions for Units of Services Contracts), and the Standard Oneida County Conditions Addendum.

D. 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.

19. **STANDARD ADDENDUM**

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof.

20. **CHOICE OF LAW/FORUM**

A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

21. **SUCCESSORS AND ASSIGNS**

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

22. **NON WAIVER**

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

23. **SEVERABILITY**

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

24. AUTHORITY TO ACT/SIGN

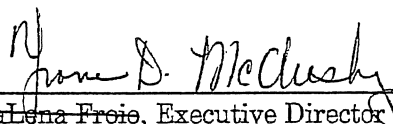
The CONTRACTOR hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by CONTRACTOR of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the CONTRACTOR; no other action on the part of the CONTRACTOR or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise are necessary to authorize the CONTRACTOR to enter into this Agreement, or to consummate the transactions contemplated herein.

25. ADVICE OF COUNSEL

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

IN WITNESS WHEREOF, the PARTIES have here unto set their hand on the date respectively stated.

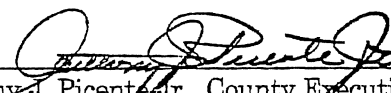
THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.



Maria Lena Froio, Executive Director
Yvonne D. McClusky

11/26/2019
Date

COUNTY OF ONEIDA



Anthony J. Picente Jr., County Executive

2/21/20
Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director

12/12/19
Date

Approved:

By: Maryangela Scalzo
Maryangela Scalzo, Assistant County Attorney

2/21/20
Date

APPENDIX AA

Caregiver Support Program for Respite Services
Policies and Procedures

Title: The Caregiver Support Program Coordination of Respite Services

Purpose: To identify caregivers and care receivers who are eligible for funding under the Caregiver Support Program for Respite Services ("Respite Services").

Respite Services is a program of the Oneida County Office for the Aging. The Oneida County Office for the Aging subcontracts the service to provide:

- Respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities through institutional respite services.

To be eligible for Respite Services, there must be:

1. Caregiver as defined below.
2. Care receiver as defined below.
3. A respite need that will help sustain the caregivers efforts to care for an individual who has a chronic illness or disability and will promote the ability of these individuals to remain in their homes and local communities instead of being placed in residential facilities. The respite need can be categorized as either or both of the following:
 - A. An imminent or emergency respite need that enables caregivers to be temporarily relieved from their caregiving responsibilities so that the caregiver can resume caregiving responsibilities once the short term need has been satisfied; **AND/OR**
 - B. A respite need for a caregiver that is attempting to develop a long term plan of care for the care receiver to remain in the community and requires temporary, short term assistance from the Respite Services to accomplish this.

Caregiver is defined as "family caregiver means an adult family member, or another individual who is an informal provider of in-home and community care to an older (age 60 and older) individual." ¹

Care receiver, for purposes of Respite Services, is defined as an individual that is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision, or due to a cognitive or other mental impairment that requires substantial supervision.

Respite is defined as the ability to provide a brief period of relief or rest by providing activities and or services for the care receiver on an intermittent, occasional, or emergency basis such as: temporary, substitute supports, or short-term living arrangements may be in the form of in-home respite, adult care respite, respite guest hours, or institutional respite.

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Oneida County, through its Office for the Aging, hereinafter known as the "**COUNTY**," The North Utica Senior Citizens Recreation Center, Inc., hereinafter known as the "**CONTRACTOR**," and Participating Nursing Home Facilities ("Facility" or "Facilities") will coordinate Respite Services pursuant to the following procedure:

- The **COUNTY** shall receive from the **CONTRACTOR** requests for Respite Services including dates of stay.

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<sup>1</sup> US Administration on Aging, Title III Part E National Family Caregiver Support Program (from the 2000 Amendments to the Older Americans Act)

- The **COUNTY**, through its Case Manager and/or Caregiver Support Program Coordinator shall complete a home assessment.
- The **COUNTY** shall complete appropriate paperwork to determine need and eligibility including the Caregiver Assessment Form, release of information for Care Receiver, release of information for Caregiver, Compass Assessment Form for Care Receiver, and Medication List for Care Receiver.
- The Caregiver Support Program Coordinator shall contact the designated contact person at a Facility based on client geographic location, need, and request.
- The Caregiver Support Program Coordinator shall provide the chosen Facility with the Care Receiver's name, social security number, date of birth, address, and phone number.
- The Caregiver Support Program Coordinator shall fax the following paperwork to the designated contact person at the Facility: COMPASS, releases of information, and medication list.
- The Caregiver Support Program Coordinator shall contact the Caregiver and/or the Care Receiver to verify the approved Respite Services and inform them of the following steps in the procedure.
- The Facility shall contact Caregiver and Care Receiver to schedule the Facility's own assessment.
- The Facility shall obtain doctor's orders for the Respite Services, if the Facility is having difficulty, the Facility can request the Caregiver Support Program Coordinator facilitate obtaining the doctor's orders by utilizing the Caregiver Support Request Form.
- The Facility shall obtain and complete any other paperwork related to Respite Services as it pertains to any related regulations or individual facility policies.
- The Facility shall provide Respite Services for the prior approved time at the current Medicaid rate.
- The Facility shall submit a **COUNTY** Voucher to the **COUNTY**.
- The Caregiver Support Program Coordinator shall confirm that the Respite Services were rendered by contacting the Caregiver and/or Care Receiver.
- The Caregiver Support Program Coordinator shall authorize the **CONTRACTOR** to submit payment to the Facility.

## APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal opportunity Provisions of the Workforce investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):
  - a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
  - b. OMB Circular A-95 (Clearinghouse Review)
  - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)

- d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
  - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
  - f. OMB Circular A-128 (Audits of State and Local Governments)
  - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11875 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
  - 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
  - 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
  - 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
  - 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
  - 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
  - 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
  - 31) Legal Assistance Standards (94-PI-52 [12/29/94])
  - 32) Weatherization Referral and Packaging Program (WRAP) Handbook
  - 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
  - 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
  - 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
  - 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

## APPENDIX B

### **ONEIDA COUNTY OFFICE FOR THE AGING Grievance Procedures**

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

#### Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### Denial of Service or Client's Dissatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, and reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

### **Grievance Process**

#### Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied. The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

#### Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

#### Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

#### Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

#### Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

**APPENDIX C**  
**Oneida County Office for the Aging**  
**Voucher Instructions**  
**For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
  - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
  - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.
9. **Changes To The Budget** (including personnel):
  - ✓ Submit a Budget Revision and a justification for the change.
10. **Technical Assistance:**
  - ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

# 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**  
Interim Commissioner of Aviation

March 24, 2021

FN 20 21-124

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

AIRPORT  
WAYS & MEANS

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

Anthony J. Picente, Jr.  
County Executive

Date 4-22-21

**Re: Memorandum of Understanding with Air Force Research Laboratory Information  
Directorate Rome Research Site**

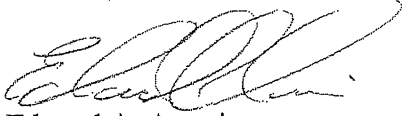
Dear County Executive Picente:

Enclosed is a Memorandum of Understanding between the County and AFRL/RI that is the first step in establishing an ongoing relationship between AFRL/RI and Oneida County for AFRL/RI to use all of the facilities at Griffiss International Airport for UAS testing. Currently AFRL/RI does the vast majority of their UAS testing at another facility. In consideration of our UAS test site, the upcoming addition of SkyDome to the Airport, and our airfield and testing capabilities in their entirety, AFRL/RI wishes to move its testing programs to Griffiss.

U.S. Department of Defense Instruction 4000.19 ("DODI 4000.19) establishes policies and directives by which DOD entities can establish working relationships with outside entities to support DOD efforts. Pursuant to the DOD instruction, establishing such a relationship is essentially a two-step process. The first step is to enter into a memorandum of understanding that memorializes the intent for the DOD entity, here AFRL/RI, and the outside entity, in this case the County, to create a working relationship. This is the mechanism under which AFRL/RI will be able to establish a funding stream to compensate the County for use of its facilities and support for AFRL/RI's testing efforts. Once this document is executed, the second step will be to establish a "Memorandum of Agreement" under DODI 4000.19 that will specifically allow AFRL/RI to make payment to the County for testing that AFRL/RI conducts at Griffiss and within the County's corridor.

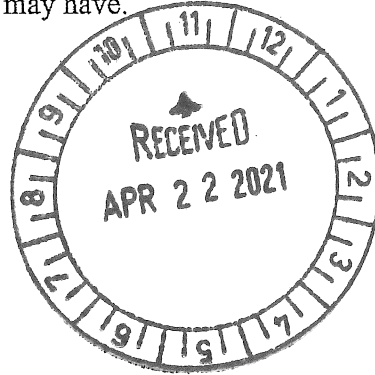
Should the enclosed meet with our approval, please forward to the Board of Legislators for consideration at their next meeting. If approved, Amanda Cortese-Kolasz and I will take the next steps to negotiate and complete the memorandum of agreement to allow for payments to the County and bring the same forward for your review and consideration by the Board. Ms. Cortese-Kolasz and I are available to answer any questions you may have.

Sincerely,



Edward A. Arcuri  
Interim Commissioner of Aviation

Enclosure





Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS - SUMMARY**

**Name of Proposing Organization:** Department of the Air Force  
Air Force Research Laboratory Information  
Directorate (AFRL/RI)  
525 Brooks Road  
Rome, NY 13441-4505

**Title of Activity or Service:** Establishment of relationship

**Proposed Dates of Operation:** Upon execution

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

**Summary Statement**

1) **Narrative Description of Proposed Services**  
MOU for establishment of relationship for use of facilities at Griffiss International Airport for testing of manned and unmanned aircraft.

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

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

**Total Funding Requested:** \$0 **Account #**

**Oneida County Dept. Funding Recommendation:** \$0

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

Federal: \$0      State: \$0      County: \$0

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

AIR FORCE RESEARCH LABORATORY INFORMATION DIRECTORATE  
ROME RESEARCH SITE

AND

ONEIDA COUNTY, NEW YORK

FOR TECHNOLOGY TESTING AND ADVANCEMENT

**I. AUTHORITY**

The DODI 4000.19, entitled Support Agreements, is the regulating instruction for this MOU.

**II. PURPOSE AND UNDERSTANDING**

A. Purpose: The purpose of this MOU is to establish a relationship between the Air Force Research Lab Information Directorate (hereinafter "AFRL/RI") and Oneida County, New York, which owns and operates the New York Unmanned Aerial Systems ("UAS") Test Site at its Griffiss International Airport, along with other facilities suitable for use by both manned aircraft and UAS (hereinafter collectively "Airport"), that would allow AFRL/RI to utilize the vast array of resources available at the Airport to perform tests and evaluation of the research and technology being developed by AFRL/RI.

B. Understanding: The Airport is an FAA designated UAS test site with the capability to support flight test activities, both manned and unmanned, as well as ground test activities. Some of the capabilities the Airport may provide include, but are not limited to:

- Live telemetry and command and control through multiple wireless links;
- Large operational towered airfield with a 12,000 foot runway, special structures including large storage hangars originally used for B-52 aircraft, several other operational airfields within the operational corridor, and multiple diverse landscapes;
- Diverse sensor surveillance coverage, communications capability, command and control capability from both a dedicated operations center or remote field locations;
- Certificate of Waiver or Authorization ("COA") for UAS enabling operations above Class A Airspace and multiple COA'S that enable operations up to 2,500 feet and a fully instrumented true Beyond Visual Line of Sight ("BVLOS") COA covering a 32 square mile area from KRME to Oriskany, NY that includes the operational airfield at KRME and the New York State Preparedness Training Center ("SPTC") operated by the New York

State Department of Homeland Security ("DHS") can be used for launch and recovery operations;

- Diverse airspace portfolio including Class A, C, D, E, and G airspace, and a close relationship with the local air traffic organizations to coordinate operations;
- Active National Aeronautics and Space Administration ("NASA") Authorization to Operate ("ATO") that includes the Operations Center ("Ops Center"); Data Management System; and Live, Virtual, Constructive-Experimentation Environment ("LVC-EE");
- Robust Safety Management System ("SMS") and Safety Risk Management ("SRM") System assure that all necessary safety risks are identified, assessed, and mitigated providing the necessary level of safety for these complex flight activities.

The Airport may provide a support team that includes experienced aviation professionals who provide safety, airworthiness, technical, operations, customer support and advice on unmanned and manned system operations. AFRL/RI may provide oversight of its employees, contractors and other authorized users as required by Air Force and Department of Defense rules and regulations. The Parties agree to cooperate in the support and oversight of UAS operations by AFRL/RI at the Airport.

This MOU anticipates a customer/service provider relationship under any implementing Agreement. AFRL/RI is the customer, and the Airport is the service provider, providing use of all Airport facilities and technology described in the above paragraph. AFRL/RI and the Airport will enter into one or more Memoranda of Agreement as defined in DODI 4000.19 in the event AFRL/RI requires the use of the Airport. AFRL/RI understands that use and support provided by the Airport will be at a cost to AFRL/RI and consideration for services rendered by the County shall be determined on a per project basis. Neither party assumes any obligations as part of this MOU. AFRL/RI is not required to utilize the Airport and the Airport and its technologies are not available to AFRL/RI unless there is a MOA defining the resources allocated and expectations of the parties for a given project.

### **III. RESPONSIBILITIES**

The Airport will provide the location, facilities, and technologies described in Section II(b) above to AFRL/RI upon request, negotiation and execution of a supplemental agreement referenced therein. AFRL/RI will comply with any supplemental terms and conditions relating to the provision of support by the Airport.

### **IV. PERSONNEL**

Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

## V. POINTS OF CONTACT

### A. AFRL/RI:

Name: Jeff DeMatteis  
Title: RI Test Lead  
Phone: 315-587-7132; 315-330-7132  
Email address: [jeffrey.dematteis@us.af.mil](mailto:jeffrey.dematteis@us.af.mil)  
Address: 525 Brooks Avenue, Rome, NY 13441

### B. Airport

Name: Ed Arcuri  
Title: Interim Commissioner of Aviation  
Phone: 315-734-5406  
Email address: [earcuri@ocgov.net](mailto:earcuri@ocgov.net)  
Address: 660 Hangar Road, Suite 223, Rome, NY 13441

## V. TERMS OF AGREEMENT

A. Agreement and Administration. Implementation of this MOU will be effective upon signature of the last party and shall terminate at the conclusion of ten (10) years from the effective date. The provisions of this MOU may be revised or supplemented at any time through written agreement signed by the authorized signatories of the parties after all necessary approvals. The parties will review this MOU as necessary to ensure its currency and the effective implementation of its provisions. This MOU may be terminated by either party with 180 days' advance written notice.

B. Office of Primary Responsibility (OPR). The OPR for this MOU is AFRL/RI. Immediate and interim changes may be made to this MOU, as necessary, and will be formally documented by signatures from authorized signatories of both parties after all necessary approvals. The party requesting changes to this MOU will send official correspondence, making the request to the other party. The OPR is responsible for ensuring all original coordinating agencies are provided a copy of any immediate and interim changes properly executed by both parties. Immediate and interim changes will expire when officially incorporated into the body of this MOU. This MOU is not transferable except with the written consent of the Parties.

C. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

D. Record of Changes. All changes and supplements to this MOU are posted when received and recorded below.

| Change/Supplement # | Date Posted | Posted By |
|---------------------|-------------|-----------|
| _____               | _____       | _____     |
| _____               | _____       | _____     |

E. Record of Review. AFRL/RI is responsible for ensuring all parties are reminded to complete a review of this MOU to ensure continued accuracy. This review will be completed as necessary and will be documented below.

| Reviewed By<br>Remarks | Date Reviewed |
|------------------------|---------------|
| _____                  | _____         |
| _____                  | _____         |

**VI. APPROVAL AUTHORITIES**

The undersigned representatives have reviewed and agreed on the conditions set forth in this MOU after all necessary approvals.

\_\_\_\_\_  
TIMOTHY J. LAWRENCE, Colonel, USAF  
Director, Information Directorate  
Commander, AFRL/Detachment 4  
Air Force Research Laboratory  
Date: \_\_\_\_\_

\_\_\_\_\_  
ANTHONY J. PICENTE, Jr.  
Oneida County Executive  
Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Amanda L. Cortese-Kolasz  
Special Assistant County Attorney



**ONEIDA COUNTY**  
**DEPARTMENT OF PLANNING**  
 Boehlert Center at Union Station  
 321 Main St., Utica NY 13501  
 Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.  
 County Executive

James J. Genovese II  
 Commissioner

April 29, 2021

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

FN 20 21 125

**PUBLIC WORKS**

**WAYS & MEANS**

Re: Contract Amendments  
 Town of Kirkland  
 Flood Mitigation Committee Projects

Dear County Executive Picente:

Oneida County authorized \$2 million a year to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address weaknesses. Over the past few years, the Flood Mitigation Committee and Board of Legislators have reviewed and approved numerous projects to alleviate flooding and strengthen stormwater infrastructure within Oneida County. The Town of Kirkland completed several projects and found that additional work was necessary or decided to expand the scope of the work due to the success of the funded projects.

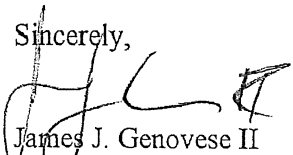
The original Agreements were fulfilled, and the Town of Kirkland is requesting additional funds for the larger budgets due to additional necessary work on the approved flood mitigation projects. The projects, the municipalities involved and the revised totals are listed below.

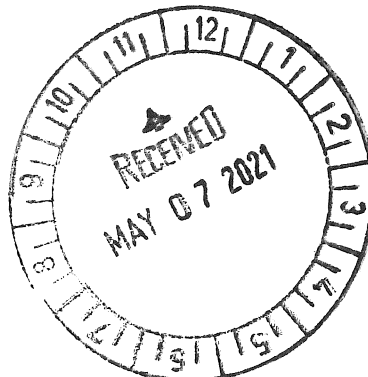
| <u>Municipality</u> | <u>Project</u>                           | <u>Cost</u> |
|---------------------|------------------------------------------|-------------|
| Town of Kirkland    | Cleary Road culvert rightsizing          | \$86,500.00 |
| Town of Kirkland    | White Creek-Highway Garage Stabilization | \$54,269.00 |
| Town of Kirkland    | South Street Outlet Rightsizing          | \$34,062.00 |

All other specifics in the Agreements will remain the same, requiring the additional funds and extension of term to either December 31, 2022 or earlier upon completion of the work. I am respectfully requesting that the Board of Legislators confirm and approve the recommended Amendments to the Agreements.

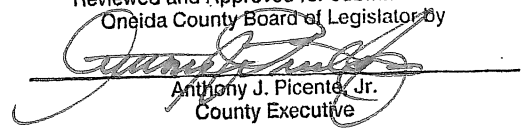
Should the requests herein meet with your approval, I respectfully request that you forward this letter to the Board of Legislators for their consideration and approval.

Sincerely,

  
 James J. Genovese II  
 Commissioner of Planning



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

  
 Anthony J. Picente, Jr.  
 County Executive

Date 5-7-21

Oneida Co. Department: Planning

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Town of Kirkland  
3701 State Rte 12B  
Clinton, NY 13323

**Title of Activity or Service:** Amendment to Flood Mitigation Grant Agreement

**Proposed Dates of Operation:** Upon BOL approval – December 31, 2022

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

**1) Narrative Description of Proposed Services:** This amends a grant agreement (#75988) for a bank stabilization project to repair damage from previous storm events. It increases the grant amount by \$24,269 from \$30,000 to a revised total of \$54,269, due to additional work required to repair the banks and save the road, and extends the term to December 31, 2022.

**2) Program/Service Objectives and Outcomes:** Flood Mitigation

**3) Program Design and Staffing:**

**Total Funding Requested:** \$54,269                      **Account # H562**

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Local \$54,269/County \$54,269

**Mandated / Not Mandated:** Not Mandated

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

Oneida Co. Department: Planning

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

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

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

Other X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Town of Kirkland  
3701 State Rte 12B  
Clinton, NY 13323

**Title of Activity or Service:** Amendment to Flood Mitigation Grant Agreement

**Proposed Dates of Operation:** Upon BOL approval – December 31, 2022

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

**1) Narrative Description of Proposed Services:** This amends a grant agreement (#75989) for inlet structure repairs damaged from previous storm events. It increases the grant amount by \$14,062 from \$20,000 to a revised total of \$34,062, due to additional work required to repair the inlet structure, and extends the term to December 31, 2022.

**2) Program/Service Objectives and Outcomes:** Flood Mitigation

**3) Program Design and Staffing:**

**Total Funding Requested:** \$34,062                      **Account # H562**

**Oneida County Dept. Funding Recommendation:** N/A

**Mandated / Not Mandated:** Not Mandated

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Local \$34,062/County \$34,062

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A



Oneida Co. Department: Planning

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Town of Kirkland  
3701 State Rte 12B  
Clinton, NY 13323

**Title of Activity or Service:** Amendment to Flood Mitigation Grant Agreement

**Proposed Dates of Operation:** Upon BOL approval – December 31, 2022

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

**1) Narrative Description of Proposed Services:** This amends a grant agreement (#75986) for rightsizing of culverts to repair damage from previous storm events. It increases the grant amount by \$71,500 from \$15,000 to a revised total of \$86,500, due to additional work on the other side of the road and extends the term to December 31, 2022.

**2) Program/Service Objectives and Outcomes:** Flood Mitigation

**3) Program Design and Staffing:**

**Total Funding Requested:** \$86,500                      **Account # H562**

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Local \$86,500/County \$86,500

**Mandated / Not Mandated:** Not Mandated

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** N/A

|                |              |
|----------------|--------------|
| Contract No.   | <u>75986</u> |
| Amendment No.  | <u>2</u>     |
| Effective Date | <u></u>      |

**Amendment**

This Amendment modifies the Flood Mitigation Grant Agreement entered into this 8th day of May, 2019, between Oneida County (“COUNTY”), the Oneida County Soil and Water Conservation District (“DISTRICT”), and the Town of Kirkland (“GRANTEE”), as follows:

1. **Change in Project Work:** None
2. **Change in Term:** The term of the Agreement shall be extended from December 31, 2019 to December 31, 2022.
3. **Change in Amount of Grant:** The grant amount shall be increased by \$71,500 from \$15,000 to a revised total of \$86,500. See the Revised Project Plan attached hereto and incorporated herein as Exhibit A.

All other terms and conditions remain unchanged.

**COUNTY**

**GRANTEE**

Anthony J. Picente Jr.  
Oneida County Executive

Robert Meelan  
Town Supervisor

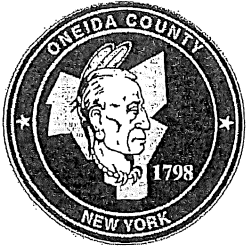
Date

Date

Approved

Robert E. Pronteau, Oneida County Attorney

Oneida County Soil and Water, Director



# Oneida County Flood Mitigation Grant Program Application

## APPLICANT INFORMATION

1. Municipality:
2. Name of Chief Elected Official:
3. Primary Contact and Title:
4. Mailing Address:
5. Email:
6. Phone:
7. Federal Employer ID Number (EIN):

## PROJECT INFORMATION

1. Project Name:
2. Amount Requested:   
Total Project Cost:
3. Location:
4. Tax Parcel ID Number(s):
5. Brief Description of Project Type (i.e: stream stabilization, box culvert righting, updating zoning)

Properly sizing driveway entrances and several ditch enclosures along Cleary Road followed by the further excavation of the ditches to the correct size and reshape along with the re-establishment of vegetation.

6. Project start date:

7. Estimated Duration of Construction:

8. Is the project located on: Public  or Private Land  ? (check one)

9. Does Applicant Own  or have Easement  ? (check one)

10. Have there been repetitive losses/repairs at this location? Yes  or No  (check one)

11. Affected Waterbodies:

12. List Required Permits:

**SUPPORTING DOCUMENTS**

- o Brief narrative describing existing conditions and how this might be improved with a resiliency project;
- o Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing the project;
- o Photographs of the project site;
- o Location maps; and
- o Budget (See page 3 for format) including narrative that describes sources of matching funds.

**BUDGET**

Please use the form below as a template for the proposed project budget.

| Budget Categories | Grant Funds Requested | Match Funds*    | Total            |
|-------------------|-----------------------|-----------------|------------------|
| Personnel         |                       |                 |                  |
| Salary            |                       | \$19,800        | \$19,800         |
| Fringe            |                       | \$11,880        | \$11,880         |
|                   |                       |                 |                  |
| Contractual       | \$51,240              |                 | \$51,240         |
| Equipment         |                       | \$39,820        | \$39,820         |
| Engineering       |                       |                 |                  |
| Supplies          | \$20,260              |                 | \$20,260         |
| Other             |                       |                 |                  |
| <b>Total</b>      | <b>\$71,500</b>       | <b>\$71,500</b> | <b>\$143,000</b> |

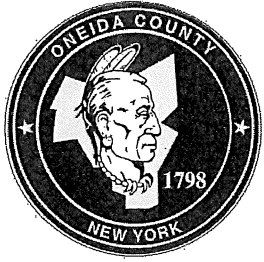
Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personnel & fringe benefits;
- equipment used on the project (using FEMA's schedule of equipment rates);
- engineering fees;
- supplies; or
- other costs associated with project.

**MATCH FUNDS**

| Brief Description of Source of Match Funds | Amount           |
|--------------------------------------------|------------------|
| Town Labor                                 | \$19,800         |
| Fringe on Labor                            | \$11,880         |
| Town Equipment                             | \$39,820         |
|                                            |                  |
|                                            |                  |
| <b>Total</b>                               | <b>\$ 71,500</b> |



# Oneida County Flood Mitigation Grant Program

## Application

### APPLICANT INFORMATION

1. Municipality:
2. Name of Chief Elected Official:
3. Primary Contact and Title:
4. Mailing Address:
5. Email:
6. Phone:
7. Federal Employer ID Number (EIN):

### PROJECT INFORMATION

1. Project Name:
2. Amount Requested:   
Total Project Cost:
3. Location:
4. Tax Parcel ID Number(s):
5. Brief Description of Project Type (i.e: stream stabilization, box culvert righting, updating zoning)

6. Project start date:
7. Estimated Duration of Construction:
8. Is the project located on: Public  or Private Land  ? (check one)
9. Does Applicant Own  or have Easement  ? (check one)
10. Have there been repetitive losses/repairs at this location? Yes  or No  (check one)
11. Affected Waterbodies:
12. List Required Permits:
- None required

**SUPPORTING DOCUMENTS**

- Brief narrative describing existing conditions and how this might be improved with a resiliency project;
- Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing the project;
- Photographs of the project site;
- Location maps; and
- Budget (See page 3 for format) including narrative that describes sources of matching funds.

**BUDGET**

Please use the form below as a template for the proposed project budget.

| <b>Budget Categories</b> | <b>Grant Funds Requested</b> | <b>Match Funds*</b> | <b>Total</b> |
|--------------------------|------------------------------|---------------------|--------------|
| Personnel                |                              | 7,500               | 7,500        |
| Salary                   |                              |                     |              |
| Fringe                   |                              |                     |              |
| Contractual              |                              |                     |              |
| Equipment                |                              | 4,000               | 4,000        |
| Engineering              |                              | 3,500               | 3,500        |
| Supplies                 | 15,000                       |                     | 15,000       |
| Other                    |                              |                     |              |
| <b>Total</b>             | 15,000                       | 15,000              | 30,000       |

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personnel & fringe benefits;
- equipment used on the project (using FEMA’s schedule of equipment rates);
- engineering fees;
- supplies; or
- other costs associated with project.

**MATCH FUNDS**

| <b>Brief Description of Source of Match Funds</b>        | <b>Amount</b>    |
|----------------------------------------------------------|------------------|
| Inkind services with labor and equipment along with cash | 15,000           |
|                                                          |                  |
|                                                          |                  |
|                                                          |                  |
| <b>Total</b>                                             | <b>\$ 15,000</b> |



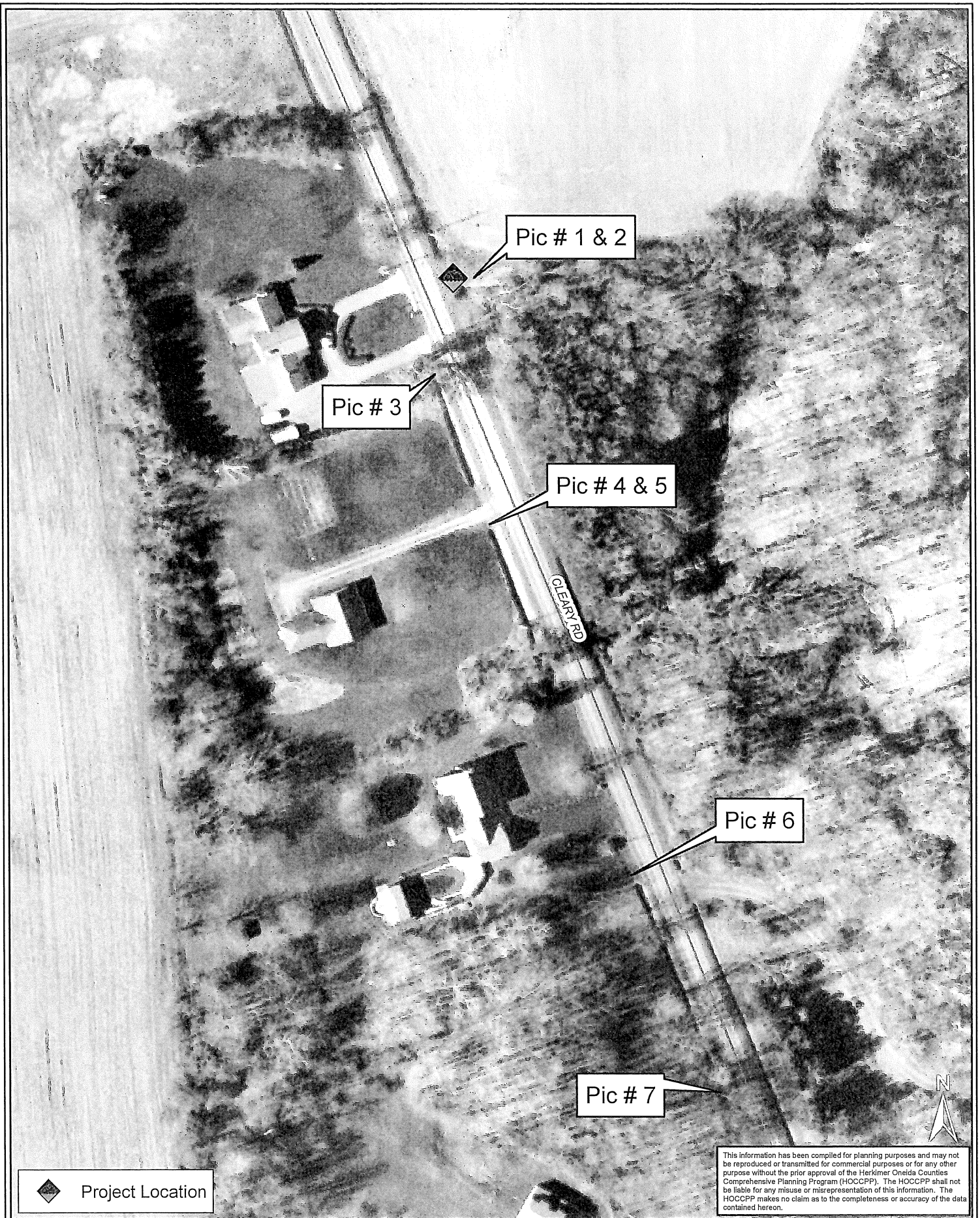
### **Narrative**

Cleary Road has a coarse gravel base which is very unstable when exposed. Due to improperly sized culverts and unstable shoulder and base material, even in moderate flooding events we sustain severe scour damage & shoulder wash-outs. I propose properly sizing the numerous driveway entrances and several ditch enclosures.

Additionally, I would like to over-excavate some of the ditches, then fill them back to size with soil, dress, reshape them and establish vegetation. Vegetation along with culvert improvements will help break the repetitive damage cycle.

### **Description**

1,000 feet of ditch clearing and shaping on Cleary Road. 1,000 feet of culvert pipe cleaning. There is specifically 200 feet in 2 areas with 50 foot washouts of the ditches, shoulder and pavement. 1,000 feet of shoulder erosion and 15 feet pipe general cleaning.



Project Location

This information has been compiled for planning purposes and may not be reproduced or transmitted for commercial purposes or for any other purpose without the prior approval of the Herkimer Oneida Counties Comprehensive Planning Program (HOCCPP). The HOCCPP shall not be liable for any misuse or misrepresentation of this information. The HOCCPP makes no claim as to the completeness or accuracy of the data contained hereon.

1 inch = 100 feet  
0 25 50 100  
Feet

### Cleary Road Ditch and Culvert Picture Locations

Map Date: 11/13/2018  
Aerial Imagery Date: Spring 2017



Picture #1 - Exit culvert from the end of the ditch catch basin; undersized; facing west



Picture #2 - Small ditch from exit culvert; over vegetated; facing east



Picture #3 - Undersized, over vegetated ditching; facing south



Picture #4 - Undersized, over vegetated ditching; facing south



Picture #5 - Multiple driveway culverts are undersized, over vegetated, and full of debris

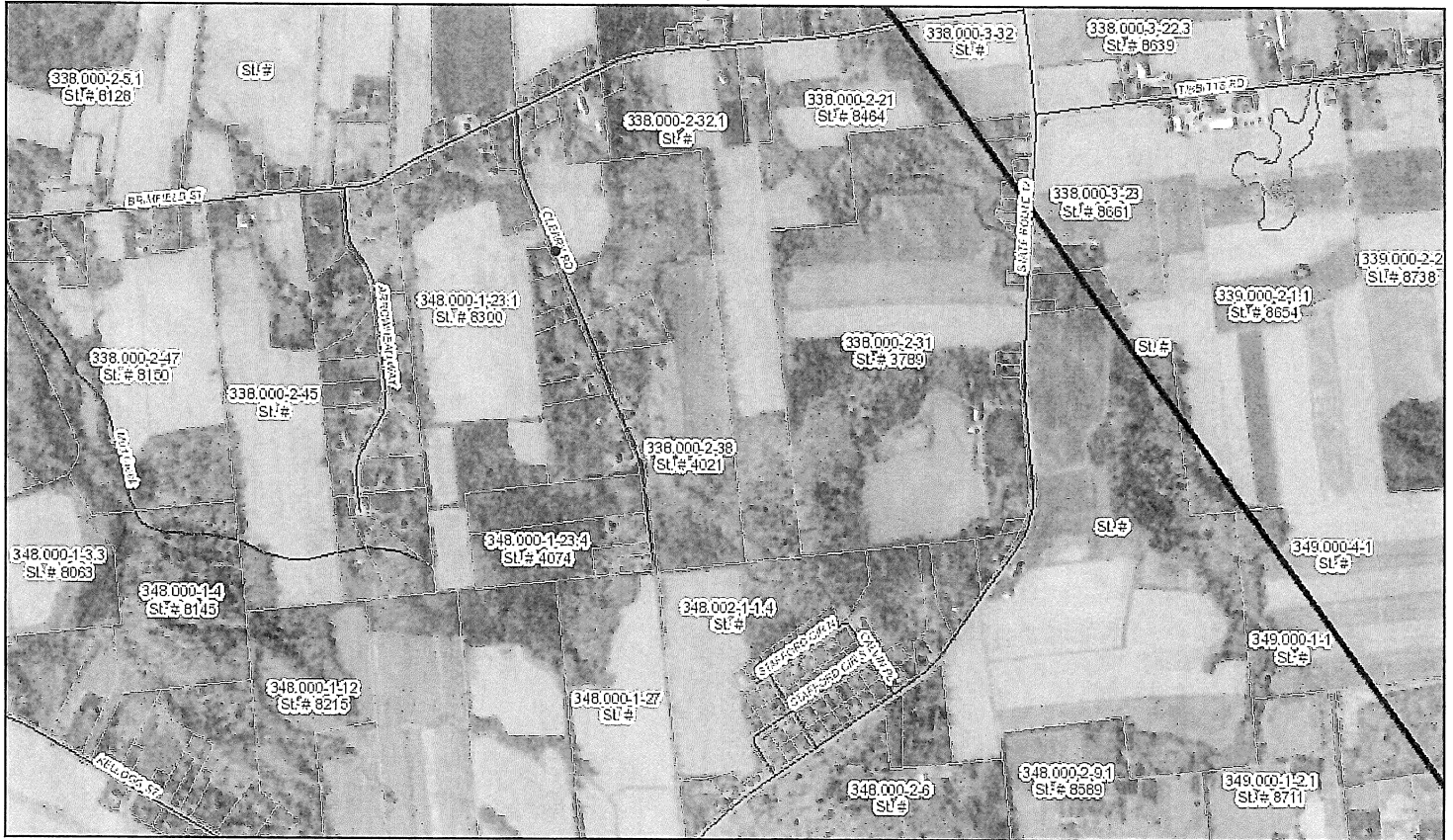


Picture #6 - Undersized, over vegetated ditching; facing south



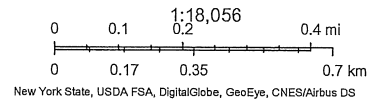
Picture #7 - Undersized, over vegetated ditching; facing north

# Cleary Road



8/16/2018, 12:03:17 PM

- |                       |                              |                |                         |
|-----------------------|------------------------------|----------------|-------------------------|
| OC NYS Wetlands       | OC Streams, Creeks, & Rivers | OC Roads       | OC Municipal Boundaries |
| 500 Year Flood (2013) | OC Water Bodies              | HC Roads       | HC Municipal Boundaries |
| 100 Year Flood (2013) | OC Tax Parcels               | HC Tax Parcels |                         |





722.6

Route 12

Newell's Pond

125

Brimley St

125

Arrowsmith Way

100

Stafford Cr N  
Stafford Cr  
Crown Hill

Newell's Rd

Crown Hill  
Memorial Park

Chuckery  
Corners

100

Newell's Rd

722.6  
Crown Hill

729.6

724.0

100

Keegan St

Contract No. 75988  
Amendment No. 2  
Effective Date \_\_\_\_\_

**Amendment**

This Amendment modifies the Flood Mitigation Grant Agreement entered into this 8th day of May, 2019, between Oneida County (“COUNTY”), the Oneida County Soil and Water Conservation District (“DISTRICT”), and the Town of Kirkland (“GRANTEE”), as follows:

1. **Change in Project Work:** None
2. **Change in Term:** The term of the Agreement shall be extended from December 31, 2019 to December 31, 2022.
3. **Change in Amount of Grant:** The grant amount shall be increased by \$24,269 from \$30,000 to a revised total of \$54,269. See the Revised Project Plan attached hereto and incorporated herein as Exhibit A.

All other terms and conditions remain unchanged.

**COUNTY**

**GRANTEE**

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

\_\_\_\_\_  
Robert Meelan  
Town Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Robert E. Pronteau, Oneida County Attorney

\_\_\_\_\_  
Oneida County Soil and Water, Director





# Oneida County Flood Mitigation Grant Program

## Application

### APPLICANT INFORMATION

1. Municipality:
2. Name of Chief Elected Official:
3. Primary Contact and Title:
4. Mailing Address:
5. Email:
6. Phone:
7. Federal Employer ID Number (EIN):

### PROJECT INFORMATION

1. Project Name:
2. Amount Requested:   
Total Project Cost:
3. Location:
4. Tax Parcel ID Number(s):
5. Brief Description of Project Type (i.e: stream stabilization, box culvert righting, updating zoning)

6. Project start date:

7. Estimated Duration of Construction:

8. Is the project located on: Public  or Private Land  ? (check one)

9. Does Applicant Own  or have Easement  ? (check one)

10. Have there been repetitive losses/repairs at this location? Yes  or No  (check one)

11. Affected Waterbodies:

12. List Required Permits:

**SUPPORTING DOCUMENTS**

- Brief narrative describing existing conditions and how this might be improved with a resiliency project;
- Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing the project;
- Photographs of the project site;
- Location maps; and
- Budget (See page 3 for format) including narrative that describes sources of matching funds.

**BUDGET**

Please use the form below as a template for the proposed project budget.

| <b>Budget Categories</b> | <b>Grant Funds Requested</b> | <b>Match Funds*</b> | <b>Total</b> |
|--------------------------|------------------------------|---------------------|--------------|
| Personnel                |                              |                     |              |
| Salary                   |                              | \$18,699            | \$18,699     |
| Fringe                   |                              | \$5,570             | \$5,570      |
|                          |                              |                     |              |
| Contractual              | \$24,269                     |                     | \$24,269     |
| Equipment                |                              |                     |              |
| Engineering              |                              |                     |              |
| Supplies                 |                              |                     |              |
| Other                    |                              |                     |              |
| <b>Total</b>             | \$24,269                     | \$24,269            | \$48,538     |

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personnel & fringe benefits;
- equipment used on the project (using FEMA’s schedule of equipment rates);
- engineering fees;
- supplies; or
- other costs associated with project.

**MATCH FUNDS**

| <b>Brief Description of Source of Match Funds</b> | <b>Amount</b> |
|---------------------------------------------------|---------------|
| Town Labor                                        | \$18,699      |
| Fringe on Labor                                   | \$5,570       |
|                                                   |               |
|                                                   |               |
|                                                   |               |
| <b>Total</b>                                      | \$ 24,269     |



# Oneida County Flood Mitigation Grant Program

## Application

### APPLICANT INFORMATION

1. Municipality:
2. Name of Chief Elected Official:
3. Primary Contact and Title:
4. Mailing Address:
5. Email:
6. Phone:
7. Federal Employer ID Number (EIN):

### PROJECT INFORMATION

1. Project Name:
2. Amount Requested:   
Total Project Cost:
3. Location:
4. Tax Parcel ID Number(s):
5. Brief Description of Project Type (i.e: stream stabilization, box culvert righting, updating zoning)

6. Project start date:
7. Estimated Duration of Construction:
8. Is the project located on: Public  or Private Land  ? (check one)
9. Does Applicant Own  or have Easement  ? (check one)
10. Have there been repetitive losses/repairs at this location? Yes  or No  (check one)
11. Affected Waterbodies:
12. List Required Permits:
- 

**SUPPORTING DOCUMENTS**

- Brief narrative describing existing conditions and how this might be improved with a resiliency project;
- Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing the project;
- Photographs of the project site;
- Location maps; and
- Budget (See page 3 for format) including narrative that describes sources of matching funds.

**BUDGET**

Please use the form below as a template for the proposed project budget.

| <b>Budget Categories</b> | <b>Grant Funds Requested</b> | <b>Match Funds*</b> | <b>Total</b> |
|--------------------------|------------------------------|---------------------|--------------|
| Personnel                |                              | 15,000              | 15,000       |
| Salary                   |                              |                     |              |
| Fringe                   |                              |                     |              |
|                          |                              |                     |              |
| Contractual              |                              |                     |              |
| Equipment                |                              | 10,000              | 10,000       |
| Engineering              | 7,000                        |                     | 7,000        |
| Supplies                 | 23,000                       | 5,000               | 28,000       |
| Other                    |                              |                     |              |
| <b>Total</b>             | 30,000                       | 30,000              | 60,000       |

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personnel & fringe benefits;
- equipment used on the project (using FEMA’s schedule of equipment rates);
- engineering fees;
- supplies; or
- other costs associated with project.

**MATCH FUNDS**

| <b>Brief Description of Source of Match Funds</b> | <b>Amount</b>    |
|---------------------------------------------------|------------------|
| inkind labor and use of equipment.                | 25,000           |
| Town can purchase some supplies at a reduced cost | 5,000            |
|                                                   |                  |
|                                                   |                  |
| <b>Total</b>                                      | <b>\$ 30,000</b> |

### **Narrative**

White Creek has flooded numerous times at the NYS Rt.12B crossing and severely scoured the banks on the outlet side. If the necessary project is not completed, further flooding will expose public utilities and further erosion could compromise and possibly cause the road crossing box culvert to fail. The loss of NYS Rt. 12B for any amount of time would be costly and negatively affect emergency services from reaching patients and property.

Additionally, the property owner, Matt McDermott has lost substantial real property which has resulted in the McDermott's home becoming perilously close to the stream. The environmental effects of this home washing into White and Oriskany Creeks would be unfortunate, not to mention the devastating personal loss to the homeowner.



### Highway Garage Bank Stabilization Picture Locations

Map Date: 11/13/2018  
Aerial Imagery Date: Spring 2017





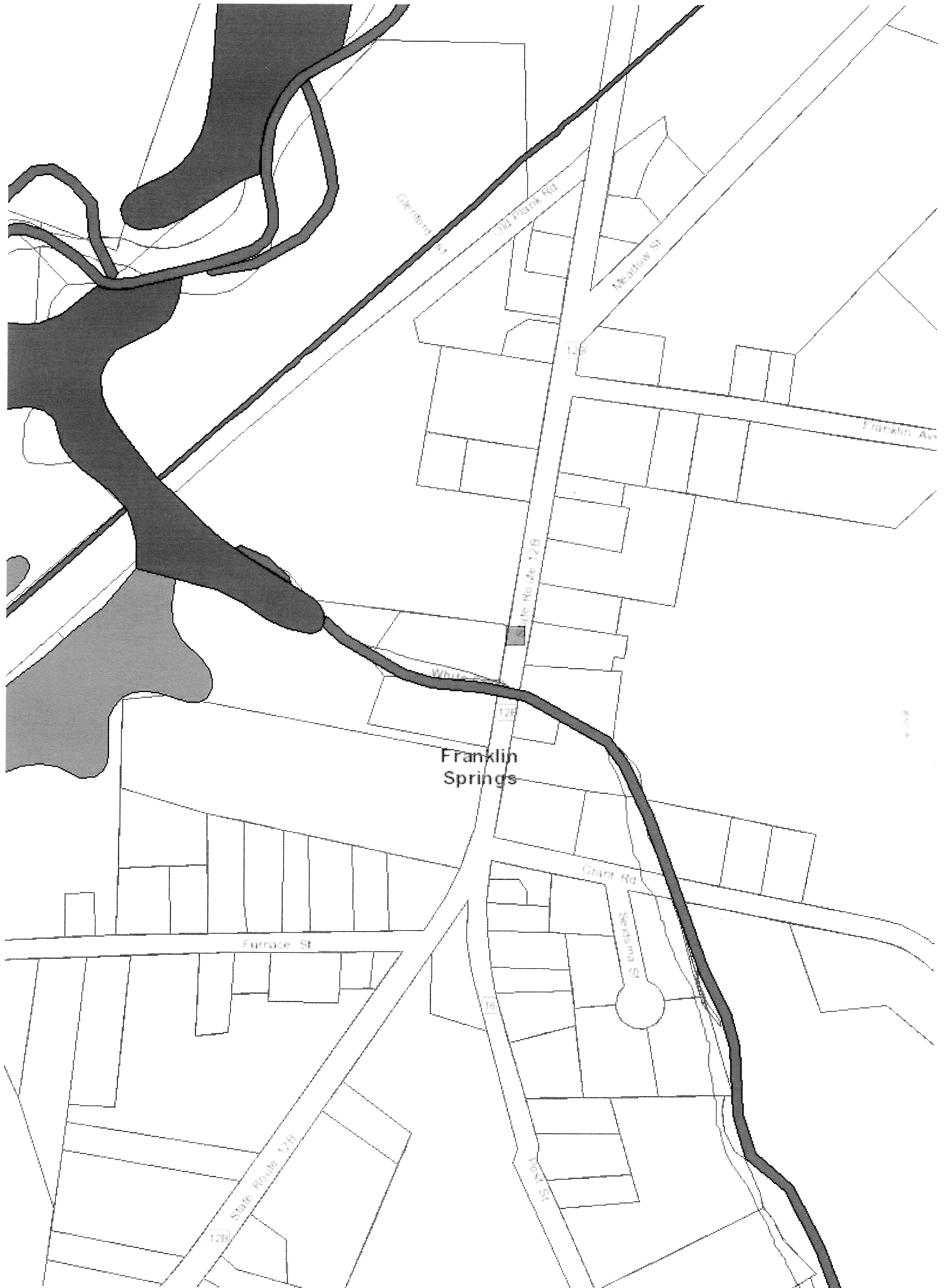
Picture #1 - Eroded banks along White Creek; facing east from bridge



Picture #2 - Eroded banks, compromising bridge infrastructure; facing west



Picture #3 - Eroded banks along White Creek; facing north



Glenford St

Old Park Rd

Meadow St

Franklin Ave

128

State Route 128

White St

128

Franklin Springs

Grant Rd

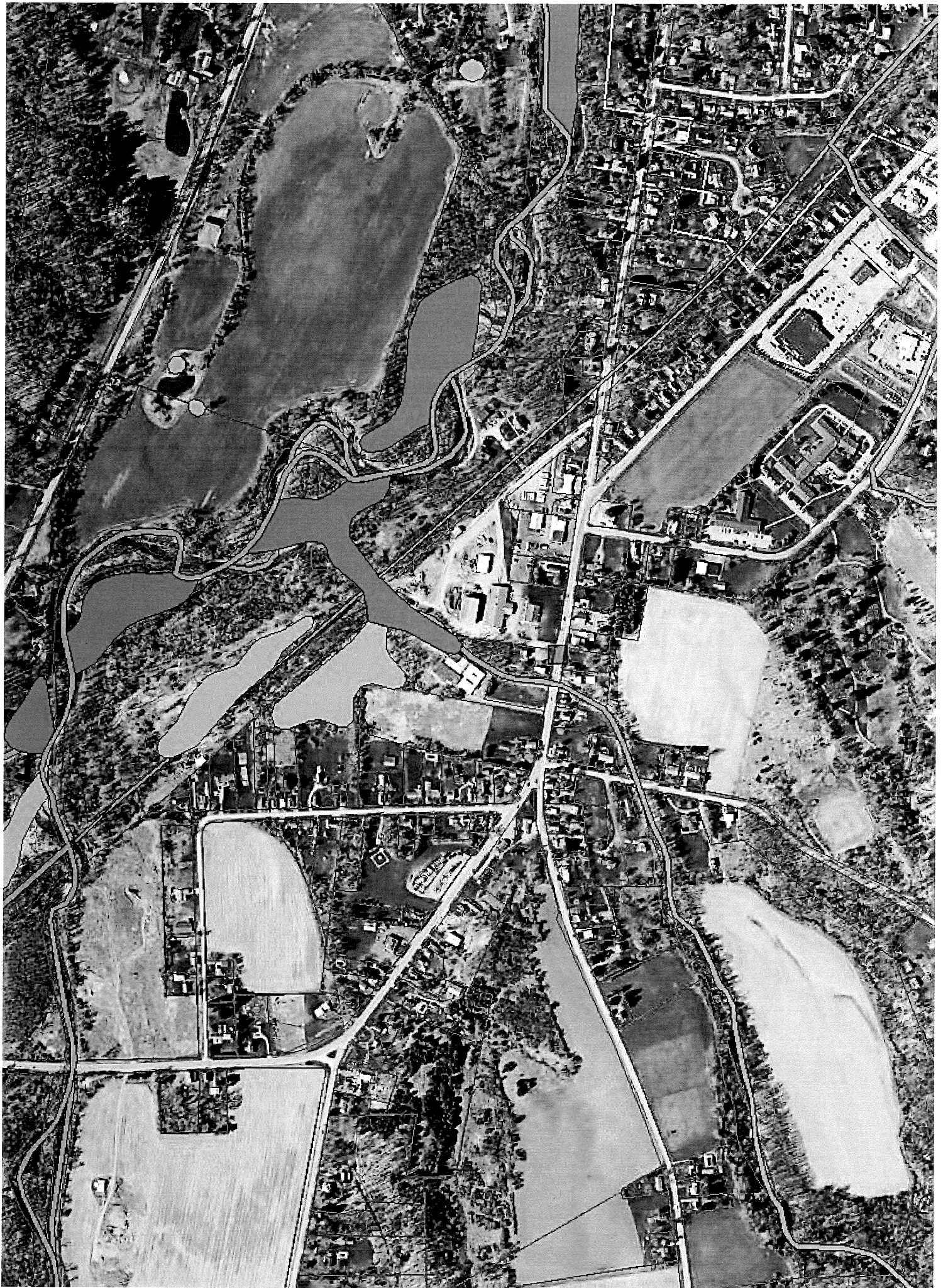
Sedgwick St

Furrace St

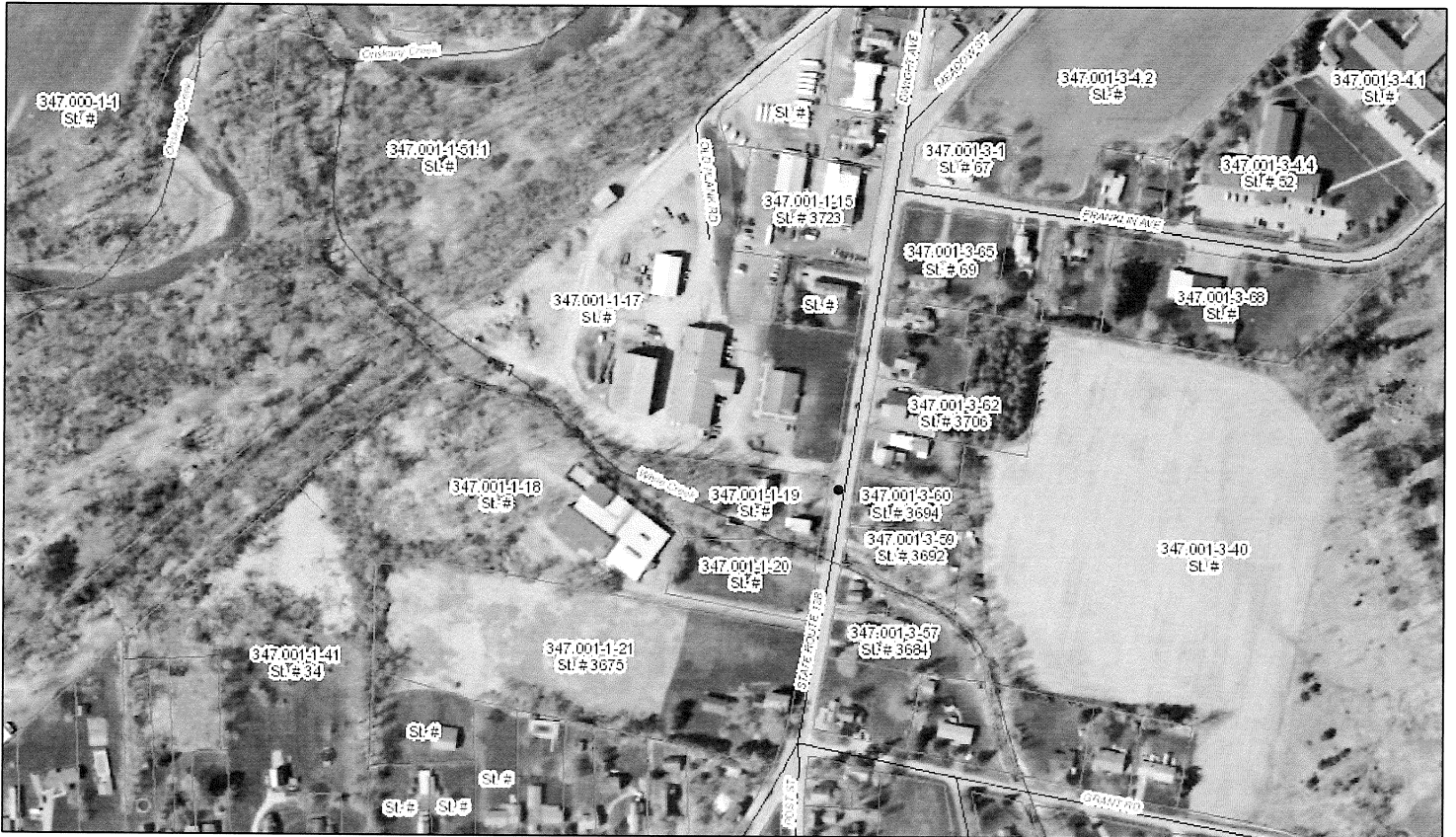
State Route 128

128

128

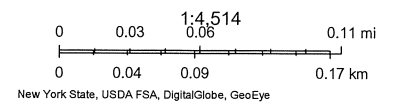


## 12B Box Culvert



8/16/2018, 11:15:51 AM

- |                              |                |                         |
|------------------------------|----------------|-------------------------|
| OC Streams, Creeks, & Rivers | OC Roads       | OC Municipal Boundaries |
| OC Water Bodies              | HC Roads       | HC Municipal Boundaries |
| OC Tax Parcels               | HC Tax Parcels |                         |



Contract No. 75989  
Amendment No. 2  
Effective Date \_\_\_\_\_

**Amendment**

This Amendment modifies the Flood Mitigation Grant Agreement entered into this 8th day of May, 2019, between Oneida County (“COUNTY”), the Oneida County Soil and Water Conservation District (“DISTRICT”), and the Town of Kirkland (“GRANTEE”), as follows:

1. **Change in Project Work:** None
2. **Change in Term:** The term of the Agreement shall be extended from December 31, 2019 to December 31, 2022.
3. **Change in Amount of Grant:** The grant amount shall be increased by \$14,062 from \$20,000 to a revised total of \$34,062. See the Revised Project Plan attached hereto and incorporated herein as Exhibit A.

All other terms and conditions remain unchanged.

**COUNTY**

**GRANTEE**

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

\_\_\_\_\_  
Robert Meelan  
Town Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Robert E. Pronteau, Oneida County Attorney

\_\_\_\_\_  
Oneida County Soil and Water, Director



# Oneida County Flood Mitigation Grant Program Application

## APPLICANT INFORMATION

1. Municipality:
2. Name of Chief Elected Official:
3. Primary Contact and Title:
4. Mailing Address:
5. Email:
6. Phone:
7. Federal Employer ID Number (EIN):

## PROJECT INFORMATION

1. Project Name:
2. Amount Requested:   
Total Project Cost:
3. Location:
4. Tax Parcel ID Number(s):
5. Brief Description of Project Type (i.e: stream stabilization, box culvert righting, updating zoning)

Improvements to the Inlet Structure including replacement with a larger size and retrofit with a grate for manual operation.

6. Project start date:

7. Estimated Duration of Construction:

8. Is the project located on: Public  or Private Land  ? (check one)

9. Does Applicant Own  or have Easement  ? (check one)

10. Have there been repetitive losses/repairs at this location? Yes  or No  (check one)

11. Affected Waterbodies:

12. List Required Permits:

**SUPPORTING DOCUMENTS**

- o Brief narrative describing existing conditions and how this might be improved with a resiliency project;
- o Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing the project;
- o Photographs of the project site;
- o Location maps; and
- o Budget (See page 3 for format) including narrative that describes sources of matching funds.



**BUDGET**

Please use the form below as a template for the proposed project budget.

| Budget Categories | Grant Funds Requested | Match Funds*    | Total           |
|-------------------|-----------------------|-----------------|-----------------|
| Personnel         |                       |                 |                 |
| Salary            |                       |                 |                 |
| Fringe            |                       |                 |                 |
|                   |                       |                 |                 |
| Contractual       | \$14,062              | \$14,062        | \$28,124        |
| Equipment         |                       |                 |                 |
| Engineering       |                       |                 |                 |
| Supplies          |                       |                 |                 |
| Other             |                       |                 |                 |
| <b>Total</b>      | <b>\$14,062</b>       | <b>\$14,062</b> | <b>\$28,124</b> |

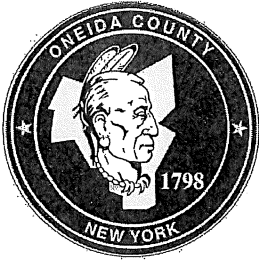
Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personnel & fringe benefits;
- equipment used on the project (using FEMA’s schedule of equipment rates);
- engineering fees;
- supplies; or
- other costs associated with project.

**MATCH FUNDS**

| Brief Description of Source of Match Funds | Amount          |
|--------------------------------------------|-----------------|
| Payments to Contractor                     | \$14,062        |
|                                            |                 |
|                                            |                 |
|                                            |                 |
| <b>Total</b>                               | <b>\$14,062</b> |



# Oneida County Flood Mitigation Grant Program

## Application

### APPLICANT INFORMATION

1. Municipality:
2. Name of Chief Elected Official:
3. Primary Contact and Title:
4. Mailing Address:
5. Email:
6. Phone:
7. Federal Employer ID Number (EIN):

### PROJECT INFORMATION

1. Project Name:
2. Amount Requested:   
Total Project Cost:
3. Location:
4. Tax Parcel ID Number(s):
5. Brief Description of Project Type (i.e: stream stabilization, box culvert righting, updating zoning)

6. Project start date:
7. Estimated Duration of Construction:
8. Is the project located on: Public  or Private Land  ? (check one)
9. Does Applicant Own  or have Easement  ? (check one)
10. Have there been repetitive losses/repairs at this location? Yes  or No  (check one)
11. Affected Waterbodies:
12. List Required Permits:
- None required

**SUPPORTING DOCUMENTS**

- Brief narrative describing existing conditions and how this might be improved with a resiliency project;
- Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing the project;
- Photographs of the project site;
- Location maps; and
- Budget (See page 3 for format) including narrative that describes sources of matching funds.

**BUDGET**

Please use the form below as a template for the proposed project budget.

| <b>Budget Categories</b> | <b>Grant Funds Requested</b> | <b>Match Funds*</b> | <b>Total</b> |
|--------------------------|------------------------------|---------------------|--------------|
| Personnel                |                              |                     |              |
| Salary                   |                              |                     |              |
| Fringe                   |                              |                     |              |
|                          |                              |                     |              |
| Contractual              |                              |                     |              |
| Equipment                |                              | 20,000              | 20,000       |
| Engineering              |                              |                     |              |
| Supplies                 | 20,000                       |                     | 20,000       |
| Other                    |                              |                     |              |
| <b>Total</b>             | 20,000                       | 20,000              | 40,000       |

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personnel & fringe benefits;
- equipment used on the project (using FEMA’s schedule of equipment rates);
- engineering fees;
- supplies; or
- other costs associated with project.

**MATCH FUNDS**

| <b>Brief Description of Source of Match Funds</b> | <b>Amount</b> |
|---------------------------------------------------|---------------|
| Town will use personnel and equipment as match    | 20,000        |
|                                                   |               |
|                                                   |               |
|                                                   |               |
| <b>Total</b>                                      | \$20,000      |



SOUTH ST

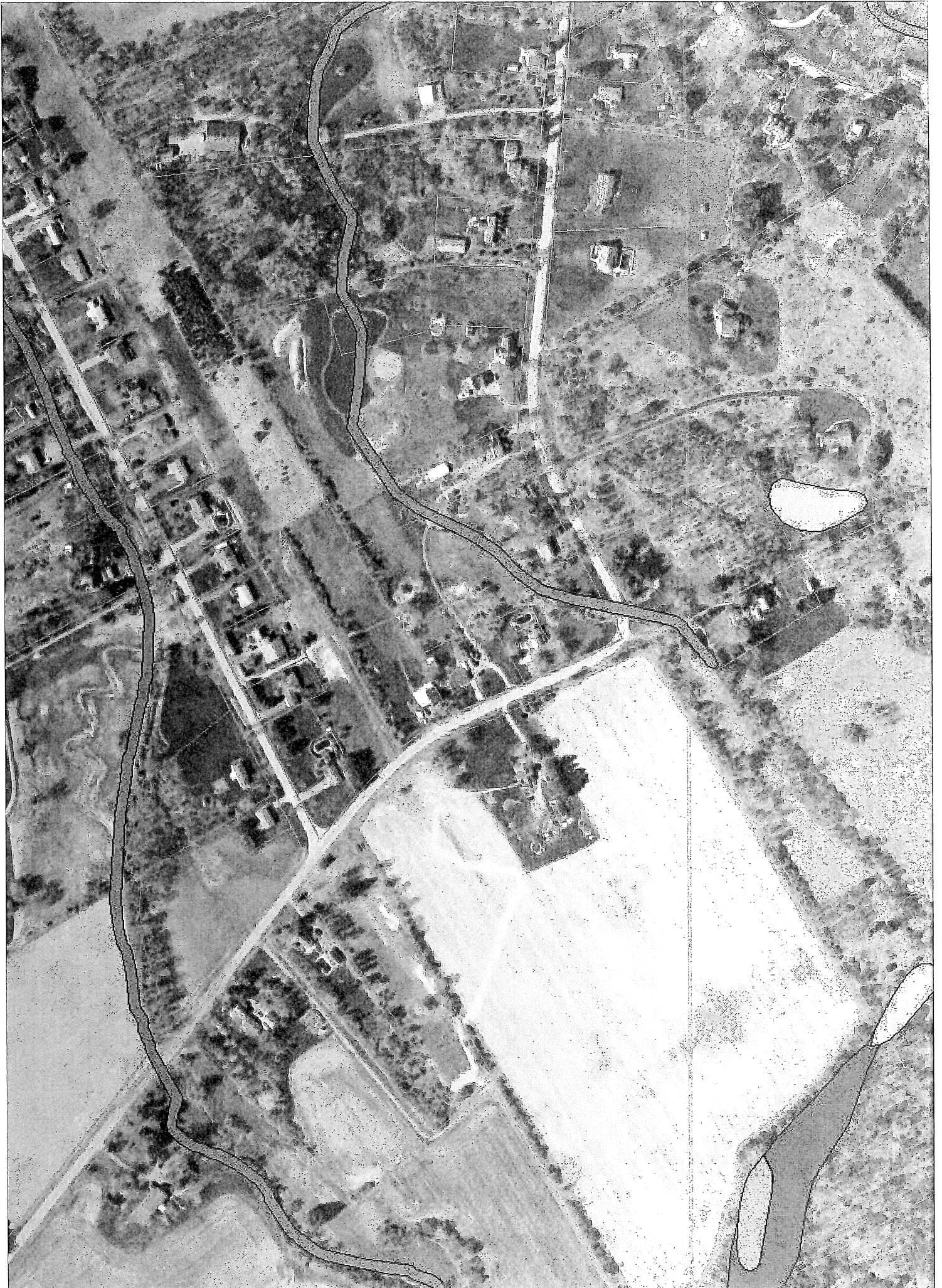
SOUTH ST

SOUTH ST

SOUTH ST

SOUTH ST

1000

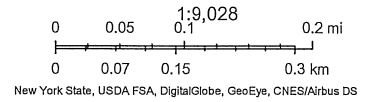


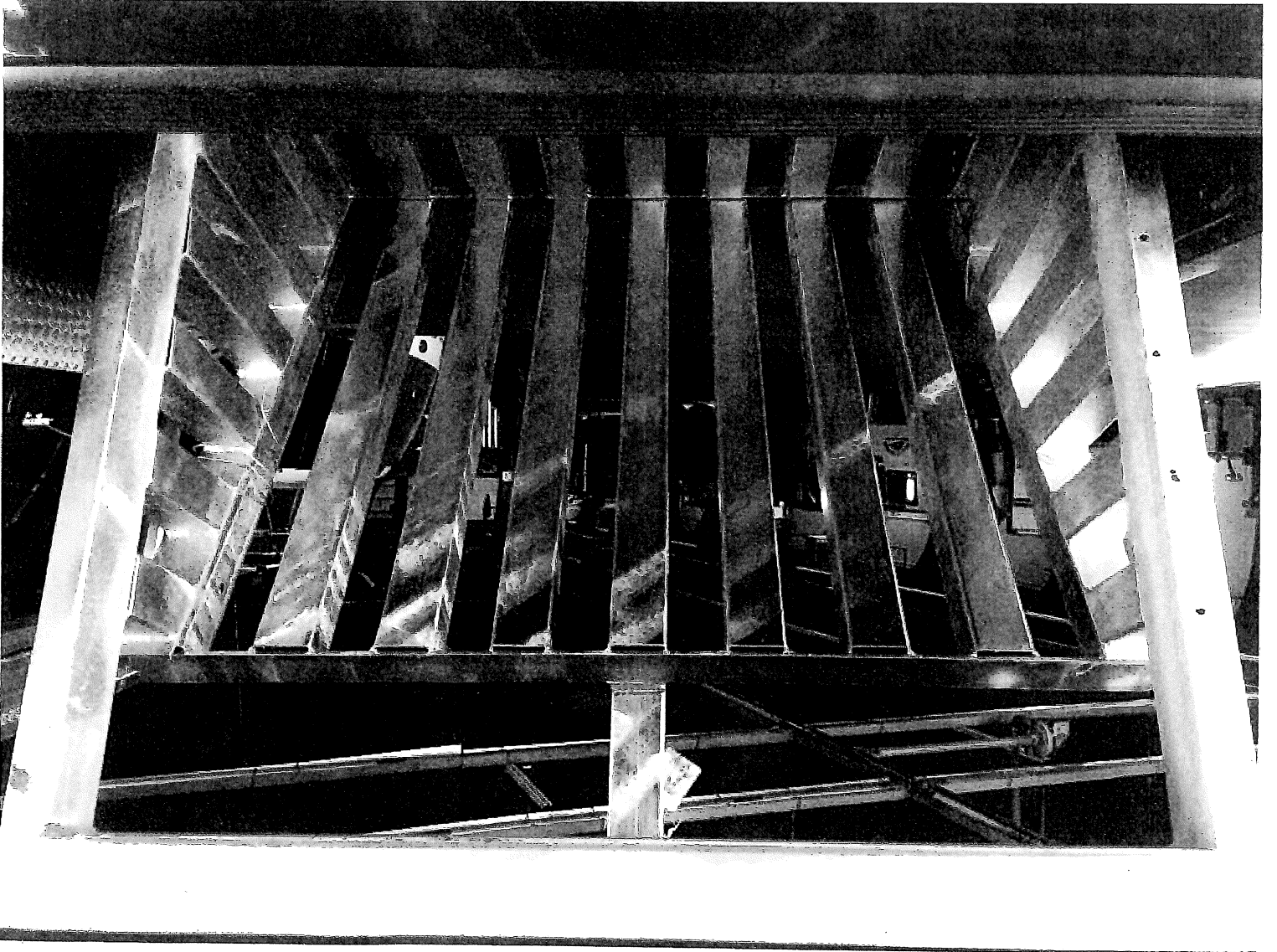
# South Street & St Marys Brook



8/16/2018, 11:25:39 AM

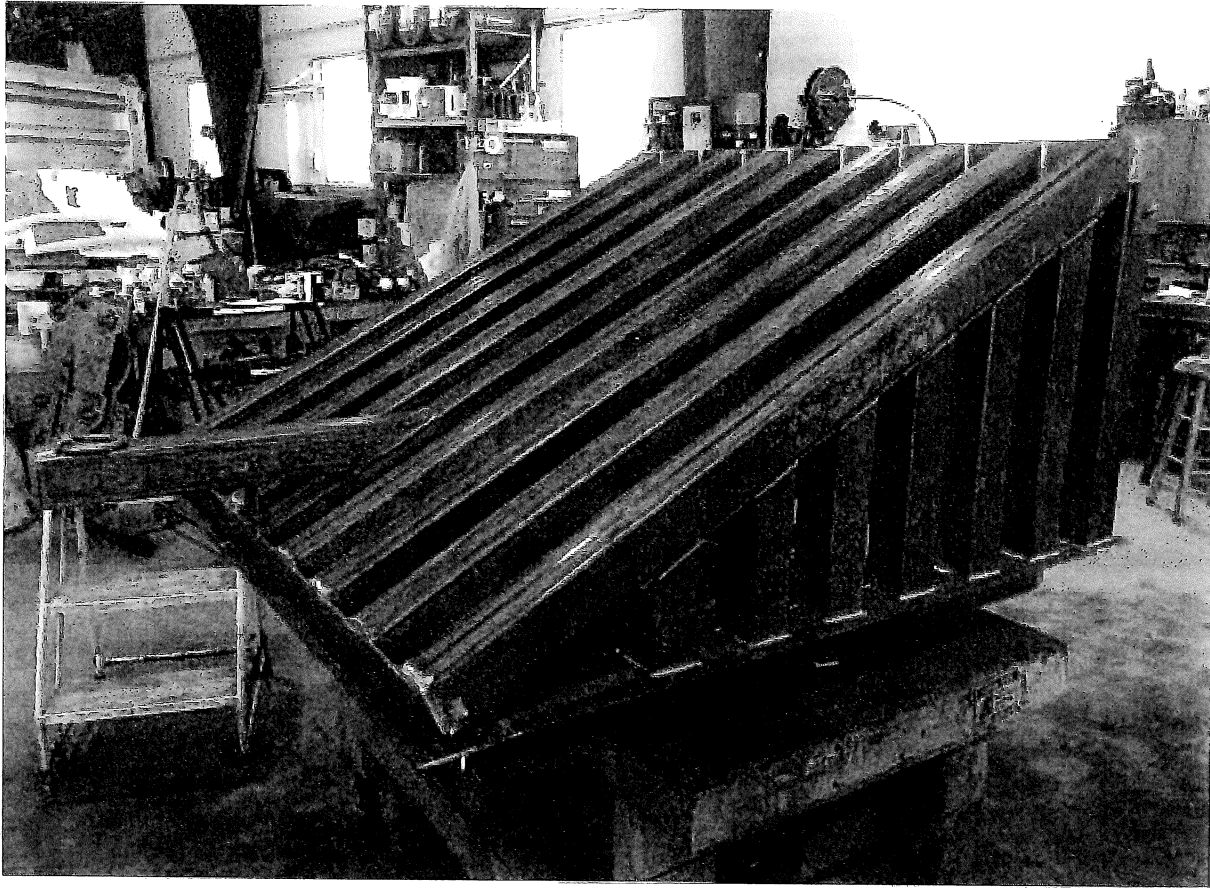
- |                       |                              |                |                         |
|-----------------------|------------------------------|----------------|-------------------------|
| OC NYS Wetlands       | OC Streams, Creeks, & Rivers | OC Roads       | OC Municipal Boundaries |
| 500 Year Flood (2013) | OC Water Bodies              | HC Roads       | HC Municipal Boundaries |
| 100 Year Flood (2013) | OC Tax Parcels               | HC Tax Parcels |                         |













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

ANTHONY J. PICENTE JR.  
 County Executive

MARK E. LARAMIE, P.E.  
 Commissioner

April 16, 2021

FN 20 21-126

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

**PUBLIC WORKS**

WAYS & MEANS

Dear County Executive Picente,

Replacement of two culverts on Cooper Street (County Route 23) in the Town of Vernon is classified under the State Environmental Quality Review Act (SEQR) as a Type II action and requires completion of a Short Environmental Assessment Form (SEAF). The Oneida County Department of Public Works completed the enclosed SEAF and recommends a negative declaration.

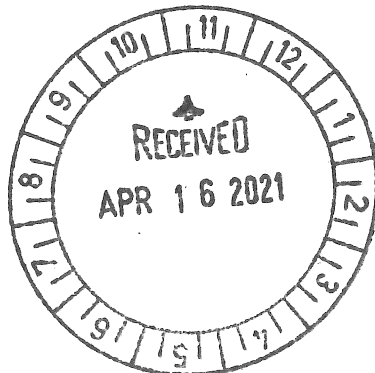
Please review the enclosed SEAF and if acceptable forward to the Oneida County Board of Legislators for their consideration. If the Board resolves that a negative declaration is warranted please request execution of the SEAF by the Chairman of the Board.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.  
 Commissioner

cc: File



Reviewed and Approved for submittal to the  
 Oneida County Board of Legislators by  
  
 Anthony J. Picente, Jr.  
 County Executive  
 Date 4-16-21



**ONEIDA COUNTY  
DEPARTMENT OF PUBLIC WORKS**

George E. Carle Complex  
5999 Judd Road, Oriskany, NY 13424  
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.  
County Executive

MARK E. LARAMIE, P.E.  
Commissioner

March 17, 2021

FN 20 21-127

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

**PUBLIC WORKS  
WAYS & MEANS**

Dear County Executive Picente,

Replacement of the Oneida Street Bridge over Sauquoit Creek in the Town of Paris is a locally administered Federal aid project. This bridge is owned by the Town of Paris. Oneida County agreed to act as project sponsor and the Town of Paris agreed to be responsible for all expenses not reimbursed by Federal or State aid.

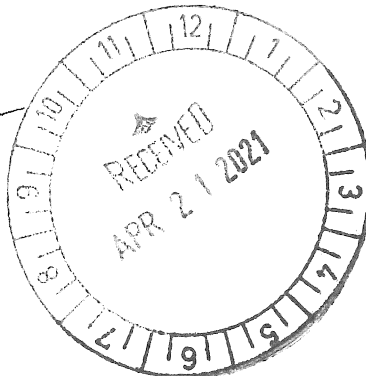
In December 2018, Oneida County executed a Local Project Agreement (LPA), Contract #72331, with New York State that secured up to \$68,000 (\$54,400 Federal/\$10,200 State/\$3,400 Town) for Preliminary Engineering services. Enclosed is Supplemental Agreement No. 1 to the LPA that will secure additional funding for detailed design services as well as to extend the contract end date. When the agreement is fully executed, the County can be reimbursed up to \$164,490 in Federal and State Marchiselli funds as eligible expenditures are made. Total project funding would be increased to \$175,425 (\$140,340 Federal/\$24,150 State/\$10,935 Town).

If acceptable, please forward the enclosed Supplemental Agreement No. 1 to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.  
Commissioner



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 4-21-21

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

## ONEIDA COUNTY BOARD OF LEGISLATORS

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

**Title of Activity or Service:** Grant

**Proposed Dates of Operation:** Start on Execution – 09/30/2023

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

### Summary Statements

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

Replacement of the Oneida Street Bridge over Sauquoit Creek in the Town of Paris is a locally administered Federal aid project. This bridge is owned by the Town of Paris. Oneida County agreed to act as project sponsor and the Town of Paris agreed to be responsible for all expenses not reimbursed by Federal or State aid.

In December 2018, Oneida County executed a Local Project Agreement (LPA), Contract #72331, with New York State that secured up to \$68,000 (\$54,400 Federal/\$10,200 State/\$3,400 Town) for Preliminary Engineering services. Enclosed is Supplemental Agreement No. 1 to the LPA that will secure additional funding for Detailed Design services as well as to extend the contract end date. When the agreement is fully executed, the County can be reimbursed up to \$164,490 in Federal and State Marchiselli funds as eligible expenditures are made. Total project funding would be increased to \$175,425 (\$140,340 Federal/\$24,150 State/\$10,935 Town).

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

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

|                                 |                                                    |              |
|---------------------------------|----------------------------------------------------|--------------|
| <b>4) Funding</b>               | <b>Account #:</b>                                  | H569         |
|                                 | <b>Total Funding Requested:</b>                    | \$175,425.00 |
|                                 | <b>Oneida County Dept. Funding Recommendation:</b> | \$175,425.00 |
| <b>Proposed Funding Sources</b> | <b>Federal:</b>                                    | \$140,340.00 |
|                                 | <b>New York State:</b>                             | \$24,150.00  |
|                                 | <b>County:</b>                                     | \$0.00       |
|                                 | <b>Town of Paris:</b>                              | \$10,935.00  |

**Past Performance Data:** N/A

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

Sponsor: **County of Oneida**  
PIN: **2754.45** BIN: **2263310**  
Comptroller's Contract No. **D035953**  
Supplemental Agreement No. **1**  
Date Prepared: **2/16/2021** By: **JM**  
Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 1 to D035953** (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

and

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

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

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

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

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

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

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

Sponsor: **County of Oneida**  
PIN: **2754.45** BIN: **2263310**  
Comptroller's Contract No. **D035953**  
Supplemental Agreement No. **1**  
Date Prepared: **2/16/2021** By: **JM**  
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

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

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

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

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

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

STATE OF NEW YORK

)ss.:

COUNTY OF \_\_\_\_\_

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

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

**APPROVED FOR NYSDOT:**

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

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

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

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

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

**COMPTROLLER'S APPROVAL:**

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

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

|                                                                                                                                  |                                                                                                                                                                                                       |                                                                                                                                                               |             |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>OSC Municipal Contract #:</b><br><u>D035953</u>                                                                               | <b>Contract Start Date:</b> <u>7/12/2018</u> <small>(mm/dd/yyyy)</small>                                                                                                                              | <b>Contract End Date:</b> <u>9/30/2023</u> <small>(mm/dd/yyyy)</small><br><input checked="" type="checkbox"/> Check, if date changed from the last Schedule A |             |
| <b>Purpose:</b>                                                                                                                  | <input type="checkbox"/> Original Standard Agreement                                                                                                                                                  | <input checked="" type="checkbox"/> Supplemental Schedule A No. 1                                                                                             |             |
| <b>Agreement Type:</b>                                                                                                           | <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): County of Oneida<br>Other Municipality/Sponsor (if applicable): _____                                 |                                                                                                                                                               |             |
|                                                                                                                                  | <input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> |                                                                                                                                                               |             |
|                                                                                                                                  | <input type="checkbox"/> Municipality:                                                                                                                                                                | % of Cost share                                                                                                                                               |             |
|                                                                                                                                  | <input type="checkbox"/> Municipality:                                                                                                                                                                | % of Cost share                                                                                                                                               |             |
|                                                                                                                                  | <input type="checkbox"/> Municipality:                                                                                                                                                                | % of Cost share                                                                                                                                               |             |
| <b>Authorized Project Phase(s) to which this Schedule applies:</b>                                                               | <input checked="" type="checkbox"/> PE/Design                                                                                                                                                         | <input type="checkbox"/> ROW Incidentals                                                                                                                      |             |
|                                                                                                                                  | <input type="checkbox"/> ROW Acquisition                                                                                                                                                              | <input type="checkbox"/> Construction/CI/CS                                                                                                                   |             |
| <b>Work Type:</b> BR REPLACE                                                                                                     | <b>County</b> (If different from Municipality):                                                                                                                                                       |                                                                                                                                                               |             |
| <b>Marchiselli Eligible</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                  | <small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>                                                                                             |                                                                                                                                                               |             |
| <b>Project Description:</b> BRIDGE REPLACEMENT, ONEIDA ST OVER SAUQUOIT CREEK (BIN 2263310), VILLAGE OF CLAYVILLE, ONEIDA COUNTY |                                                                                                                                                                                                       |                                                                                                                                                               |             |
| <b>Marchiselli Allocations Approved FOR ALL PHASES</b> <small>All totals will calculate automatically.</small>                   |                                                                                                                                                                                                       |                                                                                                                                                               |             |
| Check box to indicate change from last Schedule A                                                                                | State Fiscal Year(s)                                                                                                                                                                                  | Project Phase                                                                                                                                                 | TOTAL       |
|                                                                                                                                  |                                                                                                                                                                                                       | PE/Design      ROW (RI & RA)      Construction/CI/CS                                                                                                          |             |
| <input checked="" type="checkbox"/>                                                                                              | Cumulative total for all prior SFYs                                                                                                                                                                   | \$25,500.00      \$0.00      \$0.00                                                                                                                           | \$25,500.00 |
| <input type="checkbox"/>                                                                                                         | Current SFY                                                                                                                                                                                           | \$0.00      \$0.00      \$0.00                                                                                                                                | \$ 0.00     |
| Authorized Allocations to Date                                                                                                   |                                                                                                                                                                                                       | \$25,500.00      \$ 0.00      \$ 0.00                                                                                                                         | \$25,500.00 |

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

| PIN Fiscal Share            | "Current" or "Old" entry indicator | Federal Funding | Total Costs  | FEDERAL Participating Share | STATE MARCHISELLI Match | LOCAL Matching Share | LOCAL DEPOSIT AMOUNT (Required only if State Administered) |
|-----------------------------|------------------------------------|-----------------|--------------|-----------------------------|-------------------------|----------------------|------------------------------------------------------------|
| 2754.45.121                 | Current                            | STP (80%)       | \$175,425.00 | \$140,340.00                | \$24,150.00             | \$10,935.00          | \$0.00                                                     |
|                             | Old                                |                 | \$68,000.00  | \$54,400.00                 | \$10,200.00             | \$3,400.00           | \$0.00                                                     |
|                             | Current                            |                 | \$ 0.00      | \$0.00                      | \$0.00                  | \$0.00               | \$0.00                                                     |
|                             | Old                                |                 | \$ 0.00      | \$0.00                      | \$0.00                  | \$0.00               | \$0.00                                                     |
|                             | Current                            |                 | \$ 0.00      | \$0.00                      | \$0.00                  | \$0.00               | \$0.00                                                     |
|                             | Old                                |                 | \$ 0.00      | \$0.00                      | \$0.00                  | \$0.00               | \$0.00                                                     |
|                             | Current                            |                 | \$ 0.00      | \$0.00                      | \$0.00                  | \$0.00               | \$0.00                                                     |
|                             | Old                                |                 | \$ 0.00      | \$0.00                      | \$0.00                  | \$0.00               | \$0.00                                                     |
|                             | Current                            |                 | \$ 0.00      | \$0.00                      | \$0.00                  | \$0.00               | \$0.00                                                     |
|                             | Old                                |                 | \$ 0.00      | \$0.00                      | \$0.00                  | \$0.00               | \$0.00                                                     |
|                             | Current                            |                 | \$ 0.00      | \$0.00                      | \$0.00                  | \$0.00               | \$0.00                                                     |
|                             | Old                                |                 | \$ 0.00      | \$0.00                      | \$0.00                  | \$0.00               | \$0.00                                                     |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                 | \$175,425.00 | \$140,340.00                | \$24,150.00             | \$10,935.00          | \$ 0.00                                                    |



**NYSDOT/State-Local Agreement – Schedule A**

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

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

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

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

| Total FEDERAL Cost | Total STATE MARCHISELLI Cost | Total OTHER STATE Cost | Total LOCAL Cost | Total ALL SOURCES Cost |
|--------------------|------------------------------|------------------------|------------------|------------------------|
| \$140,340.00       | \$24,150.00                  | \$ 0.00                | \$10,935.00      | \$175,425.00           |

|                                                                                        |                                                              |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b> | Name: <u>Jim McLaughlin</u><br>Phone No: <u>315-793-2450</u> |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------|

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



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

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

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

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

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

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

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

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

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

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

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

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

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

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

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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



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## STANDARD CLAUSES FOR NYS CONTRACTS

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

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

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

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwb certification@esd.ny.gov](mailto:mwb certification@esd.ny.gov)

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

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

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

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

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

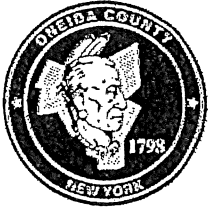
**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

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



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

ANTHONY J. PICENTE, JR.  
County Executive

MARK E. LARAMIE, P.E.  
Commissioner

April 16, 2021

FN 20 21-128

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

In April 2019, Oneida County contracted with C&S Engineers, Inc. to prepare plans and specifications for the following bridge rehabilitation projects, Contract #75009.

| PIN     | BIN     | Road/Feature                   | Municipality | Total Funding |           |
|---------|---------|--------------------------------|--------------|---------------|-----------|
|         |         |                                |              | Federal       | County    |
| 2754.44 | 3311040 | Carmichael Hill Rd over Big Br | Steuben      | \$747,200     |           |
|         | 3310390 | Glenmore Rd over Furnace Cr    | Annsville    | \$186,800     |           |
|         | 3310750 | Harris Rd over Canada Cr       | Lee          |               | \$934,000 |
|         |         |                                |              | Total         | \$934,000 |

This is a Locally Administered Federal Aid project and expenditures are eligible for up to 80% reimbursement.

Plans and Specifications are substantially complete and ready for public bid. Construction Administration and Inspection Services must be secured before construction begins.

On March 17, 2021, the Oneida County Board of Acquisition & Contract approved the enclosed Change Order No. 2 with a fee of \$182,000.00 to provide Construction Administration and Inspection Services. The proposed scope of work complies with mandatory NYSDOT and Federal requirements and the proposed fee is fair and reasonable. The revised maximum amount payable for consulting services would increase from \$290,000.00 to \$472,000.00 (\$377,600 Federal/\$94,400 County).

|                                       |                     |                               |
|---------------------------------------|---------------------|-------------------------------|
| Original Contract                     | \$284,000.00        |                               |
| Change Order No. 1                    | \$6,000.00          | (wetland delineation)         |
| Proposed Change Order No. 2           | \$182,000.00        | (construction phase services) |
| <u>Revised Maximum Amount payable</u> | <u>\$472,000.00</u> |                               |

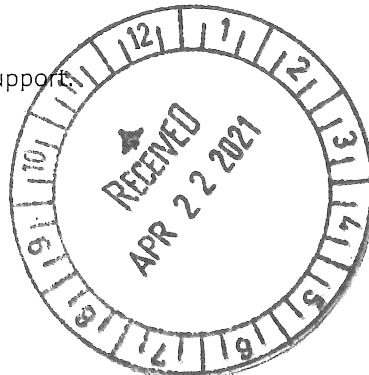
If you find this request acceptable, please forward the enclosed change order to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.  
Commissioner

Attachments



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

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

Date 4-22-21

**ONEIDA COUNTY BOARD OF LEGISLATORS**

Name & Address of Vendor: C & S Engineers, Inc.  
 499 Co. Eileen Collins Blvd.  
 Syracuse, NY 13212

Title of Activity or Service: Professional Consulting Services – CO#2  
Proposed Dates of Operation: Start on Execution - 09/30/2021  
Client Population/Number to be Served: N/A

**Summary Statements**

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

The attached Change Order No. 2 is for additional services needed to provide construction administration and inspection services for an existing project involving the following bridges that are owned and maintained by Oneida County.

| PIN     | BIN     | Road/Feature                   | Municipality | Total Funding |           |
|---------|---------|--------------------------------|--------------|---------------|-----------|
|         |         |                                |              | Federal       | County    |
| 2754.44 | 3311040 | Carmichael Hill Rd over Big Br | Steuben      |               | \$747,200 |
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**2) Program/Service Objectives and Outcomes: N/A**

**4) Funding** Account #: H-569  
 Total Funding Requested: \$472,000.00  
 Oneida County Dept. Funding Recommendation: \$472,000.00

Proposed Funding Sources Federal: \$377,600.00  
 New York State: \$0.00  
 Oneida County: \$94,400.00

Past Performance Data: N/A  
 O.C. Department Staff Comments: None



Contract No. 75009

Change Order No. 2

Effective Date March 17, 2021

### CHANGE ORDER

This Change Order modifies the Agreement entered into on the 2<sup>nd</sup> day of September 2020, between Oneida County ("County") and C&S Engineers, Inc. ("Contractor"), as follows:

1. **Change in Services:**

The additional services of construction administration and inspection will be provided as per the proposal dated May 29, 2020, attached hereto and incorporated herein as Attachment A, Attachment B, Attachment C, and Attachment D.

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

No change

3. **Change in Contractor's Compensation:**

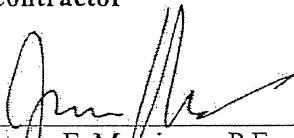
Maximum amount payable shall be increased from \$290,000.00 to \$472,000.00.

All other terms and conditions remain unchanged.

**County**

**Contractor**

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

  
\_\_\_\_\_  
James F. Morrissey, P.E.  
Transportation Group Manager

Date \_\_\_\_\_

Date 4. 21. 2021

Approved

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

Attachment A  
Architectural/ Engineering Consultant Agreement  
Project Description and Funding  
Consultant Services

PIN: 2754.44

*Term of Agreement*  
*Ends: December 31, 2021*

Main Agreement     Amendment to Agreement     Supplement to Agreement

***Phase of Project Consultant to work on:***

P.E./Design     ROW Incidentals     ROW Acquisition     Construction & C/I

Dates or term of Consultant Performance:

Start Date: April 1, 2021

Project Completion Date (Construction close-out): November 30, 2021

Contract Term End Date: December 31, 2021

***PROJECT DESCRIPTION:***

This Supplemental Agreement is for additional Construction Administration and Inspection Services for the construction of Three Bridge Preventative Maintenance.

**Project Location:**

Various Sites in Oneida County – Glenmore Road, Harris Road and Carmichael Road.

Consultant Work Type(s): See Attachment "B" for detailed Task List/Scope of Services.

**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:**

**\$182,000.00**

# Attachment "B" SCOPE OF SERVICES

## C&S ENGINEERS, INC. & ONEIDA COUNTY

This Supplemental Consultant Agreement No. 2 covers construction inspection services for construction of the Project set forth in the design documents prepared by C&S Engineers, Inc., for the County of Oneida, New York

---

### Section 1 - General

#### 1.01 Project Description and Location

Project Name: Three Bridge Preventative Maintenance  
PIN: 2754.44

#### 1.04 Categorization of Work

Project work is generally divided into the following sections:

|            |                                    |
|------------|------------------------------------|
| Section 1  | General                            |
| Section 8  | Construction Support               |
| Section 9  | Construction Inspection            |
| 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, 8, 9 and 10.

#### 1.05 Project Familiarization

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.)

#### 1.08 Policy and Procedures

- The tasks defined for the construction phase 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.

##### Compliance with documents

All services must conform to current versions of the following documents, as applicable. Where necessary, the Consultant will obtain either the full document or guidance extracted from it.

- The approved Design Approval Document, and the Bid Documents
- NYSDOT Construction Manuals, approved lists, and approved materials.

##### Compliance with Environmental Laws, Regulations, and Permits

All services must comply with the requirements of applicable state and federal environmental laws, regulations, and policy. Applicable laws, regulations, and policies are per the Bid Documents for the Project.

#### 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 *NYS DOT PLAFAP Manual*.

## Section 8 - Construction Support

### 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.

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 shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

### 8.02 Record Plans

**Consultant** will compile record plans from red line markups in CADD and will provide the **Sponsor** with one (1) full size mylar reproducible and one (1) pdf reproducible.

## Section 9 - Construction Inspection

### 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 observation 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 Sponsor Project Manager**

This Project Manager will be the **Sponsor'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.

For all construction inspection agreements, all technician personnel shall be identified by the corresponding National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **Consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

| <u>NICET LEVEL</u> | <u>NICET CODE</u> | <u>NICET WORK ELEMENT</u>     |
|--------------------|-------------------|-------------------------------|
| I                  | 82019             | Sample Fresh Concrete         |
| I                  | 82020             | Slump Test                    |
| II                 | 84068             | Air Content, Pressure         |
| II                 | 84069             | Air Content, Gravimetric      |
| II                 | 84070             | Air Content, Volumetric       |
| II                 | 84076             | Field Prepared Test Specimens |

**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 **NYSDOT 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) The **Consultant** will check, and when acceptable, approve all structural shop drawings.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

- 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.

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. When monitoring the **Contractor's** Equal Opportunity and Labor compliance, the **Consultant** will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The **Consultant** is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database.

## Section 10 - Estimating and Technical Assumptions

[NOTE: Use this section to list all pertinent information to help define the work to be performed by the Consultant. A list of assumptions has been included, but this list should not be viewed as an all-inclusive list or as a limit as to what can/should be included. Once the Scope of Services is prepared, and agreed upon and understood by both the Consultant and the Sponsor, effort (hours) and cost negotiations can be completed.]

### 10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1 Estimate Four (4) meetings during the life of this Agreement, in addition to routine progress meetings held on-site and attended by the Resident Engineer.

Estimate Four (4) cost and progress reporting periods will occur during the life of this agreement.

Section 8 Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Providing assistance in construction bid proceedings.
- Analysis of bids.
- Review of shop drawings (if necessary).

Estimate six (6) requests that require effort will be made during the construction phase of the project.

Section 9 Construction Inspection will include but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
- Preparation of as-built plans.

Materials testing costs and plant inspection costs are estimated. Should costs exceed those as estimated, and cannot be contained within the existing Agreement, a Supplemental Agreement will be executed to address these costs.

It is assumed that the following inspections/tests will be performed by NYSDOT:

- Concrete In-Plant
- Asphalt In-Plant



No costs have been included for these services. Should they become necessary, a Supplemental Agreement will be executed to address these costs.

Estimate construction will begin on July 1, 2021 and will be completed by October 31, 2021.

## 10.02 Technical Assumptions

- Construction duration will be 120 calendar days with no allowance for project shutdown.

Staffing during active construction will be based on the following averages:

| Title             | Regular Hours | OT Hours       | Duration/Notes                                      |
|-------------------|---------------|----------------|-----------------------------------------------------|
| Resident Engineer | 176/mo        | 44/mo<br>22/mo | Two (2) months, peak construction<br>Two (2) months |

Costs for Construction Inspection Services during actual construction that are outside the above noted window will be borne by the **Contractor** and be paid through liquidated damages and engineering charges and/or agreement amendment supported by the **Sponsor**.

- ALL record keeping will be according to MURK with the use of Appia Construction Administration Software, including materials approvals.
- The Construction Inspection Services will be performed to determine general conformity with the Contract Documents. The **Contractor** is ultimately and solely responsible for the quality and the timeliness of the constructed Project.
- A full-time Resident Engineer will be assigned by the **Consultant** for the duration of the Project.
- **Contractor** hours are estimated at 9 hours per day/ average. It is assumed that the **Sponsor** will approve dispensation for no more than 5 days of 9 hours per day.

Attachment C, Page 1  
Summary

---

C&S Engineers, Inc.  
THREE BRIDGE PREVENTATIVE MAINTENANCE  
ONEIDA COUNTY  
PIN 2754.44

|                                                                                       | <u>CONST.<br/>SUPPORT<br/>SECTION 1<br/>SECTION 8</u> | <u>CONST.<br/>INSPECTION<br/>SECTION 9</u> | Total                |
|---------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------|----------------------|
| Item IA, Specific Hourly Rates Straight Time (estimated)<br>Hours Subject to Audit    | \$ 16,479.06                                          | \$ 138,103.00                              | \$ 154,582.06        |
| Item IA, Specific Hourly Rates Overtime (estimated)<br>Hours Subject to Audit         | \$ -                                                  | \$ 15,954.56                               | \$ 15,954.56         |
| Item II, Direct Non-Salary Cost (estimated)<br>Subject to Audit                       | \$ -                                                  | \$ 2,956.80                                | \$ 2,956.80          |
| Item II, Direct Non-Salary Cost (estimated)<br>Subject to Audit (Sub-Contractor Cost) | \$ -                                                  | \$ 7,560.00                                | \$ 7,560.00          |
| Item II, Direct Non-Salary Cost (estimated)<br>Subject to Audit (Sub-Consultant Cost) | \$ -                                                  | \$ -                                       | \$ -                 |
| Item III, Goods Purchased Under this Project<br>to Become Property of Municipality    | \$ -                                                  | \$ -                                       | \$ -                 |
|                                                                                       | =====                                                 | =====                                      | =====                |
| <b>ITEM IV Total Estimated Cost</b>                                                   | <b>\$ 16,479.06</b>                                   | <b>\$ 164,574.37</b>                       | <b>\$ 181,053.43</b> |
|                                                                                       |                                                       | <b>TOTAL COST NOT TO EXCEED</b>            | <b>\$ 182,000.00</b> |

ATTACHMENT C, PAGE 2  
 SPECIFIC HOURLY RATES  
 C&S ENGINEERS, INC.

January 1, 2021 - December 31, 2021 (Firm's first fiscal year)

| JOB TITLES                              | ASCE (A)<br>OR<br>NICET (N)<br>GRADE | AVERAGE HOURLY RATES  |                         |          |       | STRAIGHT<br>TIME | OVERTIME<br>RATE | NIGHT WORK<br>RATE | OVERTIME<br>CATEGORY |
|-----------------------------------------|--------------------------------------|-----------------------|-------------------------|----------|-------|------------------|------------------|--------------------|----------------------|
|                                         |                                      | PRESENT<br>(Jul/2020) | PROJECTED<br>(Jul/2021) | OVERHEAD | FEE   |                  |                  |                    |                      |
| TITLES AT OFFICE OVERHEAD RATE OF 167 % |                                      |                       |                         |          |       |                  |                  |                    |                      |
| Service Group Manager                   | VIII (A)                             | 82.80                 | 85.28                   | 142.42   | 25.05 | 252.75           | 0.00             | N/A                | A                    |
| Department Manager                      | VII (A)                              | 63.50                 | 65.41                   | 109.23   | 19.21 | 193.85           | 0.00             | N/A                | A                    |
| Managing Engineer                       | VI (A)                               | 55.54                 | 57.21                   | 95.54    | 16.80 | 169.55           | 0.00             | N/A                | A                    |
| Chief Engineer                          | IV (A)                               | 55.48                 | 57.14                   | 95.42    | 16.78 | 169.34           | 169.34           | N/A                | B                    |
| Senior Project Engineer                 | V (A)                                | 46.63                 | 48.03                   | 80.21    | 14.11 | 142.35           | 142.35           | N/A                | B                    |
| Project Engineer                        | IV (A)                               | 38.78                 | 39.94                   | 66.70    | 11.73 | 118.37           | 118.37           | N/A                | B                    |
| Engineer                                | III (A)                              | 33.92                 | 34.94                   | 58.35    | 10.26 | 103.55           | 103.55           | N/A                | B                    |
| Staff Engineer                          | II/I (A)                             | 30.32                 | 31.23                   | 52.15    | 9.17  | 92.55            | 109.88           | N/A                | C                    |
| Senior Project Designer                 | III (N)                              | 39.42                 | 40.60                   | 67.80    | 11.92 | 120.32           | 142.86           | N/A                | C                    |
| Senior Designer                         | III (N)                              | 33.02                 | 34.01                   | 56.80    | 9.99  | 100.80           | 119.67           | N/A                | C                    |
| Design Technician                       | III (N)                              | 28.58                 | 29.44                   | 49.16    | 8.65  | 87.25            | 103.59           | N/A                | C                    |
| Designer                                | III (N)                              | 26.90                 | 27.71                   | 46.28    | 8.14  | 82.13            | 97.51            | N/A                | C                    |
| CADD Operator                           | III (N)                              | 24.00                 | 24.72                   | 41.28    | 7.26  | 73.26            | 0.00             | N/A                | A                    |
| Senior Construction Supervisor          | IV (N)                               | 68.75                 | 70.81                   | 118.25   | 20.80 | 209.86           | 0.00             | N/A                | A                    |
| Construction Supervisor                 | IV (N)                               | 50.00                 | 51.50                   | 86.01    | 15.13 | 152.64           | 0.00             | N/A                | A                    |
| Project Manager                         | IV (N)                               | 45.00                 | 46.35                   | 77.40    | 13.61 | 137.36           | 0.00             | N/A                | A                    |
| CPM Scheduler                           | IV (N)                               | 50.00                 | 51.50                   | 86.01    | 15.13 | 152.64           | 152.64           | N/A                | B                    |
| Resident Engineer                       | IV (N)                               | 45.77                 | 47.14                   | 78.72    | 13.84 | 139.70           | 139.70           | N/A                | B                    |
| Office Engineer                         | IV (N)                               | 46.40                 | 47.79                   | 79.81    | 14.04 | 141.64           | 141.64           | N/A                | B                    |
| Chief Inspector                         | IV (N)                               | 40.13                 | 41.33                   | 69.02    | 12.14 | 122.49           | 122.49           | N/A                | B                    |
| Senior Inspector                        | III (N)                              | 40.62                 | 41.84                   | 69.87    | 12.29 | 124.00           | 147.22           | N/A                | C                    |
| Inspector                               | II (N)                               | 33.07                 | 34.06                   | 56.88    | 10.00 | 100.94           | 119.85           | N/A                | C                    |
| Junior Inspector                        | I (N)                                | 21.00                 | 21.63                   | 36.12    | 6.35  | 64.10            | 76.11            | N/A                | C                    |
| Student Technician II                   | N/A                                  | 19.00                 | 19.57                   | 32.68    | 5.75  | 58.00            | 68.86            | N/A                | C                    |
| Student Technician I                    | N/A                                  | 16.53                 | 17.03                   | 28.44    | 5.00  | 50.47            | 59.92            | N/A                | C                    |
| Senior Technical Admin                  | N/A                                  | 30.75                 | 31.67                   | 52.89    | 9.30  | 93.86            | 111.44           | N/A                | C                    |
| TITLES AT FIELD OVERHEAD RATE OF 131 %  |                                      |                       |                         |          |       |                  |                  |                    |                      |
| Service Group Manager                   | VIII (A)                             | 82.80                 | 85.28                   | 111.72   | 21.67 | 218.67           | 0.00             | N/A                | A                    |
| Department Manager                      | VII (A)                              | 63.50                 | 65.41                   | 85.69    | 16.62 | 167.72           | 0.00             | N/A                | A                    |
| Managing Engineer                       | VI (A)                               | 55.54                 | 57.21                   | 74.95    | 14.54 | 146.70           | 0.00             | N/A                | A                    |
| Chief Engineer                          | IV (A)                               | 55.48                 | 57.14                   | 74.85    | 14.52 | 146.51           | 146.51           | N/A                | B                    |
| Senior Project Engineer                 | V (A)                                | 46.63                 | 48.03                   | 62.92    | 12.20 | 123.15           | 123.15           | N/A                | B                    |
| Project Engineer                        | IV (A)                               | 38.78                 | 39.94                   | 52.32    | 10.15 | 102.41           | 102.41           | N/A                | B                    |
| Engineer                                | III (A)                              | 33.92                 | 34.94                   | 45.77    | 8.88  | 89.59            | 89.59            | N/A                | B                    |
| Staff Engineer                          | II/I (A)                             | 30.32                 | 31.23                   | 40.91    | 7.94  | 80.08            | 97.41            | N/A                | C                    |
| Senior Project Designer                 | III (N)                              | 39.42                 | 40.60                   | 53.19    | 10.32 | 104.11           | 126.64           | N/A                | C                    |
| Senior Designer                         | III (N)                              | 33.02                 | 34.01                   | 44.55    | 8.64  | 87.20            | 106.08           | N/A                | C                    |
| Design Technician                       | III (N)                              | 28.58                 | 29.44                   | 38.57    | 7.48  | 75.49            | 91.83            | N/A                | C                    |
| Designer                                | III (N)                              | 26.90                 | 27.71                   | 36.30    | 7.04  | 71.05            | 86.43            | N/A                | C                    |
| CADD Operator                           | III (N)                              | 24.00                 | 24.72                   | 32.38    | 6.28  | 63.38            | 0.00             | N/A                | A                    |
| Senior Construction Supervisor          | IV (N)                               | 68.75                 | 70.81                   | 92.76    | 17.99 | 181.56           | 0.00             | N/A                | A                    |
| Construction Supervisor                 | IV (N)                               | 50.00                 | 51.50                   | 67.47    | 13.09 | 132.06           | 0.00             | N/A                | A                    |
| Project Manager                         | IV (N)                               | 45.00                 | 46.35                   | 60.72    | 11.78 | 118.85           | 0.00             | N/A                | A                    |
| CPM Scheduler                           | IV (N)                               | 50.00                 | 51.50                   | 67.47    | 13.09 | 132.06           | 132.06           | N/A                | B                    |
| Resident Engineer                       | IV (N)                               | 45.77                 | 47.14                   | 61.75    | 11.98 | 120.87           | 120.87           | N/A                | B                    |
| Office Engineer                         | IV (N)                               | 46.40                 | 47.79                   | 62.60    | 12.14 | 122.53           | 122.53           | N/A                | B                    |
| Chief Inspector                         | IV (N)                               | 40.13                 | 41.33                   | 54.14    | 10.50 | 105.97           | 105.97           | N/A                | B                    |
| Senior Inspector                        | III (N)                              | 40.62                 | 41.84                   | 54.81    | 10.63 | 107.28           | 130.50           | N/A                | C                    |
| Inspector                               | II (N)                               | 33.07                 | 34.06                   | 44.62    | 8.65  | 87.33            | 106.24           | N/A                | C                    |
| Junior Inspector                        | I (N)                                | 21.00                 | 21.63                   | 28.34    | 5.50  | 55.47            | 67.47            | N/A                | C                    |
| Student Technician II                   | N/A                                  | 19.00                 | 19.57                   | 25.64    | 4.97  | 50.18            | 61.04            | N/A                | C                    |
| Student Technician I                    | N/A                                  | 16.53                 | 17.03                   | 22.31    | 4.33  | 43.67            | 53.12            | N/A                | C                    |
| Senior Technical Admin                  | N/A                                  | 30.75                 | 31.67                   | 41.49    | 8.05  | 81.21            | 98.78            | N/A                | C                    |

NOTES:

OVERTIME POLICY: Time and a half for excess of 8 hours in a work day.

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

Category A - No overtime compensation.

Category B - overtime compensated at straight time

Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the 40 hours per week

NIGHT WORK POLICY:

Night shift work will be compensated at 10% above regular pay for the hours worked in a night shift. Night shift work is defined as any hours worked after 8:00pm and before 6:00am. For any work performed in an overtime capacity, compensation will be paid at either the overtime rate or at the night shift work differential, whichever is higher, but not at any combination of both rates. Night differential is reimbursable at a maximum of 10% only if the firm has a policy to pay a night shift differential.

RATES:

Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.



Attachment C, Page 4  
 Estimate of Direct Non-Salary Costs - Construction Inspection

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C&S Engineers, Inc.  
 THREE BRIDGE PREVENTATIVE MAINTENANCE  
 ONEIDA COUNTY  
 PIN 2754.44

DIRECT NON-SALARY COSTS

|                                                      |                                         |   |            |          |           |               |            |  |  |               |
|------------------------------------------------------|-----------------------------------------|---|------------|----------|-----------|---------------|------------|--|--|---------------|
| 1. Travel, Lodging and Subsistence (on site mileage) |                                         |   |            |          |           |               |            |  |  |               |
|                                                      | Per Diem                                |   |            | 0 days @ |           | 35.00 per day |            |  |  | \$0.00        |
|                                                      | Man Months                              |   | Days/Month |          | Miles/Day |               |            |  |  |               |
|                                                      | 4                                       | x | 22         | x        | 60        | x             | \$ 0.560 = |  |  | \$2,956.80    |
|                                                      | Total for Travel, Lodging & Subsistence |   |            |          |           |               |            |  |  | \$2,956.80    |
| 2. Owner's Protective Insurance                      |                                         |   |            |          |           |               |            |  |  | \$0.00        |
| 3. Expendable Equipment and Miscellaneous Expenses   |                                         |   |            |          |           |               |            |  |  |               |
|                                                      | APPIA License                           |   |            |          |           |               |            |  |  |               |
|                                                      | Months                                  |   | Days/Month |          |           |               |            |  |  |               |
|                                                      |                                         |   |            |          |           |               |            |  |  | <u>\$0.00</u> |
| TOTAL DIRECT NON-SALARY COST                         |                                         |   |            |          |           |               |            |  |  | \$2,956.80    |

DIRECT SUB-CONTRACTOR COSTS


|                                                       |                             |              |  |                    |  |                   |
|-------------------------------------------------------|-----------------------------|--------------|--|--------------------|--|-------------------|
| 4. Materials Testing (Estimated)                      |                             |              |  |                    |  |                   |
|                                                       | <u>Amt.</u>                 | <u>Price</u> |  | <u>Total</u>       |  |                   |
| Technician (Soil, Concrete, Asphalt) - per day charge | 12                          | \$ 460.00    |  | \$ 5,520.00        |  |                   |
| Concrete Cylinder Testing - per cylinder charge       | 90                          | \$ 20.00     |  | \$ 1,800.00        |  |                   |
| Compaction Testing - per day charge                   | 3                           | \$ 80.00     |  | \$ 240.00          |  |                   |
| Soil Source Approval - per occurrence                 | 0                           | \$ 1,800.00  |  | \$ -               |  |                   |
| Concrete In-Plant Inspection (by NYSDOT)              | As needed                   | \$ -         |  | \$ -               |  |                   |
| Asphalt In-Plant Inspection (by NYSDOT)               | As needed                   | \$ -         |  | \$ -               |  |                   |
|                                                       |                             |              |  | <u>\$ 7,560.00</u> |  |                   |
|                                                       | Total for Materials Testing |              |  |                    |  | <u>\$7,560.00</u> |
| TOTAL DIRECT SUB-CONTRACTOR COST                      |                             |              |  |                    |  | \$7,560.00        |

DIRECT SUB-CONSULTANT COST

|                                  |  |               |
|----------------------------------|--|---------------|
| 1.                               |  | \$0.00        |
| 2.                               |  |               |
| 3.                               |  |               |
| TOTAL DIRECT SUB-CONSULTANT COST |  | <u>\$0.00</u> |

GOODS PURCHASED UNDER THIS PROJECT TO BECOME PROPERTY OF MUNICIPALITY

|                  |  |               |
|------------------|--|---------------|
| 1.               |  | \$0.00        |
| 2.               |  |               |
| 3.               |  |               |
| TOTAL GOODS COST |  | <u>\$0.00</u> |

 C&S Engineers, Inc.  
THREE BRIDGE PREVENTATIVE MAINTENANCE  
ONEIDA COUNTY  
PIN 2754.44

| JOB TITLES                     | ASCE (A) OR NICET (N) GRADE | 1A PROJECT FAMILIARIZATION | 1B COST & PROG REPORTING | 2021              |                  |                 | 8B QUESTIONS & RFIs * | 8C RECORD PLANS | (1)      | (2)       | (3) | (4) | (5)                | (6)           |
|--------------------------------|-----------------------------|----------------------------|--------------------------|-------------------|------------------|-----------------|-----------------------|-----------------|----------|-----------|-----|-----|--------------------|---------------|
|                                |                             |                            |                          | 1C SUBCONTRACTORS | 8A SHOP DRAWINGS | 8C RECORD PLANS |                       |                 |          |           |     |     |                    |               |
| Service Group Manager          | VIII (A)                    |                            |                          |                   |                  |                 |                       | 0               |          | \$ 252.75 |     |     | \$ -               | \$ -          |
| Department Manager             | VII (A)                     |                            |                          |                   | 2                |                 | 2                     | 4               |          | \$ 193.85 |     |     | \$ 775.40          | \$ -          |
| Managing Engineer              | VI (A)                      |                            |                          |                   |                  |                 |                       | 0               |          | \$ 169.55 |     |     | \$ -               | \$ -          |
| Chief Engineer                 | IV (A)                      |                            |                          |                   |                  |                 | 16                    | 32              |          | \$ 169.34 |     |     | \$ 5,418.99        | \$ -          |
| Senior Project Engineer        | V (A)                       |                            |                          |                   |                  |                 |                       | 0               |          | \$ 142.35 |     |     | \$ -               | \$ -          |
| Project Engineer               | IV (A)                      |                            |                          |                   |                  |                 |                       | 0               |          | \$ 118.37 |     |     | \$ -               | \$ -          |
| Engineer                       | III (A)                     |                            |                          |                   | 40               |                 | 40                    | 88              |          | \$ 103.55 |     | 8   | \$ 9,112.57        | \$ -          |
| Staff Engineer                 | II (A)                      |                            |                          |                   |                  |                 |                       | 0               |          | \$ 92.55  |     |     | \$ -               | \$ -          |
| Senior Project Designer        | III (N)                     |                            |                          |                   |                  |                 |                       | 0               |          | \$ 120.32 |     |     | \$ -               | \$ -          |
| Senior Designer                | III (N)                     |                            |                          |                   |                  |                 |                       | 0               |          | \$ 100.80 |     |     | \$ -               | \$ -          |
| Senior Design Technician       | III (N)                     |                            |                          |                   |                  |                 |                       | 0               |          | \$ 87.25  |     |     | \$ -               | \$ -          |
| Design Technician              | III (N)                     |                            |                          |                   |                  |                 |                       | 0               |          | \$ 82.13  |     |     | \$ -               | \$ -          |
| CADD Operator                  | III (N)                     |                            |                          |                   |                  |                 |                       | 16              |          | \$ 73.26  |     | 16  | \$ 1,172.16        | \$ -          |
| Senior Construction Supervisor | IV (N)                      |                            |                          |                   |                  |                 |                       | 0               |          | \$ 209.86 |     |     | \$ -               | \$ -          |
| Construction Supervisor        | IV (N)                      |                            |                          |                   |                  |                 |                       | 0               |          | \$ 152.64 |     |     | \$ -               | \$ -          |
| Project Manager                | IV (N)                      |                            |                          |                   |                  |                 |                       | 0               |          | \$ 197.96 |     |     | \$ -               | \$ -          |
| CPM Scheduler                  | IV (N)                      |                            |                          |                   |                  |                 |                       | 0               |          | \$ 152.64 |     |     | \$ -               | \$ -          |
| Resident Engineer              | IV (N)                      |                            |                          |                   |                  |                 |                       | 0               |          | \$ 139.70 |     |     | \$ -               | \$ -          |
| Office Engineer                | IV (N)                      |                            |                          |                   |                  |                 |                       | 0               |          | \$ 141.64 |     |     | \$ -               | \$ -          |
| Chief Inspector                | IV (N)                      |                            |                          |                   |                  |                 |                       | 0               |          | \$ 122.49 |     |     | \$ -               | \$ -          |
| Senior Inspector               | III (N)                     |                            |                          |                   |                  |                 |                       | 0               |          | \$ 124.00 |     |     | \$ -               | \$ -          |
| Inspector                      | II (N)                      |                            |                          |                   |                  |                 |                       | 0               |          | \$ 100.94 |     |     | \$ -               | \$ -          |
| Junior Inspector               | I (N)                       |                            |                          |                   |                  |                 |                       | 0               |          | \$ 64.10  |     |     | \$ -               | \$ -          |
| Student Technician II          | N/A                         |                            |                          |                   |                  |                 |                       | 0               |          | \$ 58.00  |     |     | \$ -               | \$ -          |
| Student Technician I           | N/A                         |                            |                          |                   |                  |                 |                       | 0               |          | \$ 50.47  |     |     | \$ -               | \$ -          |
| Senior Technical Admin         | N/A                         |                            |                          |                   |                  |                 |                       | 0               |          | \$ 93.86  |     |     | \$ -               | \$ -          |
| <b>TOTALS</b>                  |                             |                            |                          |                   |                  |                 |                       | <b>140</b>      | <b>0</b> |           |     |     | <b>\$16,479.06</b> | <b>\$0.00</b> |

NOTES:  
 \* Assume four events that require major effort  
 \*\* Overtime Hours  
 (1) Total Hours (straight time)  
 (2) Total Hours (overtime)  
 (3) Projected Specific Hourly Rate (straight time rate)  
 (4) Projected Specific Hourly Rate (overtime rate)  
 (5) Specific Hourly Rates (straight time)  
 (6) Specific Hourly Rates (over time)

TOTAL SALARIES - OVERTIME (2021) \$0.00  
 TOTAL SALARIES - STRAIGHT TIME (2021) \$16,479.06

SECTION 9 - CONSTRUCTION INSPECTION



C&S Engineers, Inc.  
THREE BRIDGE PREVENTATIVE MAINTENANCE  
ONEIDA COUNTY  
PIN 2754.44

| JOB TITLES                     | ASCE (A)<br>OR<br>NICET (N)<br>GRADE | 2021 |     |     |     |     |     |     |     |     |     |               |              | (1)        | (2)       | (3)       | (4)                  | (5)                | (6) |
|--------------------------------|--------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|---------------|--------------|------------|-----------|-----------|----------------------|--------------------|-----|
|                                |                                      | JAN  | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV           | DEC          |            |           |           |                      |                    |     |
| Service Group Manager          | VIII (A)                             |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 218.67 |           | \$ -                 |                    |     |
| Department Manager             | VII (A)                              |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 167.72 |           | \$ -                 |                    |     |
| Managing Engineer              | VI (A)                               |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 146.70 |           | \$ -                 |                    |     |
| CADD Operator                  | III (N)                              |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 63.38  |           | \$ -                 |                    |     |
| Senior Construction Supervisor | IV (N)                               |      |     |     |     | 16  | 32  | 32  | 32  | 32  | 16  |               |              | 160        | \$ 181.56 |           | \$ 29,050.03         |                    |     |
| Construction Supervisor        | IV (N)                               |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 132.06 |           | \$ -                 |                    |     |
| Project Manager                | IV (N)                               |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 118.85 |           | \$ -                 |                    |     |
| CPM Scheduler                  | IV (N)                               |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 132.06 |           | \$ -                 |                    |     |
| CPM Scheduler **               |                                      |      |     |     |     |     |     |     |     |     |     |               |              | 0          | 0         | \$ 132.06 |                      | \$ -               |     |
| Resident Engineer              | IV (N)                               |      |     |     |     | 40  | 176 | 176 | 176 | 176 | 40  |               |              | 784        | \$ 120.87 |           | \$ 94,760.43         |                    |     |
| Resident Engineer **           |                                      |      |     |     |     |     | 22  | 44  | 44  | 22  |     |               |              | 0          | 132       | \$ 120.87 |                      | \$ 15,954.56       |     |
| Office Engineer                | IV (N)                               |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 122.53 |           | \$ -                 |                    |     |
| Office Engineer **             |                                      |      |     |     |     |     |     |     |     |     |     |               |              | 0          | 0         | \$ 120.87 |                      | \$ -               |     |
| Chief Inspector                | IV (N)                               |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 105.97 |           | \$ -                 |                    |     |
| Chief Inspector **             |                                      |      |     |     |     |     |     |     |     |     |     |               |              | 0          | 0         | \$ 105.97 |                      | \$ -               |     |
| Senior Inspector               | III (N)                              |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 107.28 |           | \$ -                 |                    |     |
| Senior Inspector **            |                                      |      |     |     |     |     |     |     |     |     |     |               |              | 0          | 0         | \$ 130.50 |                      | \$ -               |     |
| Inspector                      | II (N)                               |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 87.33  |           | \$ -                 |                    |     |
| Inspector **                   |                                      |      |     |     |     |     |     |     |     |     |     |               |              | 0          | 0         | \$ 106.24 |                      | \$ -               |     |
| Junior Inspector               | I (N)                                |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 55.47  |           | \$ -                 |                    |     |
| Junior Inspector **            |                                      |      |     |     |     |     |     |     |     |     |     |               |              | 0          | 0         | \$ 67.47  |                      | \$ -               |     |
| Student Technician II          | N/A                                  |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 50.18  |           | \$ -                 |                    |     |
| Student Technician II **       |                                      |      |     |     |     |     |     |     |     |     |     |               |              | 0          | 0         | \$ 61.04  |                      | \$ -               |     |
| Student Technician I           | N/A                                  |      |     |     |     |     |     |     |     |     |     |               |              | 0          | \$ 43.67  |           | \$ -                 |                    |     |
| Student Technician I **        |                                      |      |     |     |     |     |     |     |     |     |     |               |              | 0          | 0         | \$ 53.12  |                      | \$ -               |     |
| Senior Technical Admin         | N/A                                  |      |     |     |     | 16  | 32  | 32  | 32  | 32  | 32  |               |              | 176        | \$ 81.21  |           | \$ 14,292.54         |                    |     |
| Senior Technical Admin **      |                                      |      |     |     |     |     |     |     |     |     |     |               |              | 0          | 0         | \$ 98.78  |                      | \$ -               |     |
| <b>NOTES:</b>                  |                                      |      |     |     |     |     |     |     |     |     |     | <b>TOTALS</b> | <b>1,120</b> | <b>132</b> |           |           | <b>\$ 138,103.00</b> | <b>\$15,954.56</b> |     |

\*\* Overtime Hours

(1) Total Hours (straight time)

(2) Total Hours (overtime)

(3) Projected Specific Hourly Rate (straight time rate)

(4) Projected Specific Hourly Rate (overtime rate)

(5) Specific Hourly Rates (straight time)

(6) Specific Hourly Rates (over time)

TOTAL SALARIES - OVERTIME (2021)

\$15,954.56

TOTAL SALARIES - STRAIGHT TIME (2021)

\$138,103.00

Attachment D

| <input checked="" type="checkbox"/> 3.2 Specific Hourly Rate Method |                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITEM                                                                | DESCRIPTION OF ITEMS WITHIN METHOD                                                                                                                                                                                                                                                          | APPLICABLE RATE/ AMOUNT OR PERCENTAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | INTERIM PAYMENTS                                                                                                                                                                                                                                                                                                 |
| Item I                                                              | Specific Hourly rates of pay shown in Attachment C for employees assigned to this PROJECT. The Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.                                                          | Rates in Attachment C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <ul style="list-style-type: none"> <li>■ The CONSULTANT shall be paid in monthly progress payments based upon the rate schedule in Attachment C and actual allowable Direct NonSalary costs incurred.</li> <li>■ Bills are subject to approval of the Municipality and Municipality's Representative.</li> </ul> |
| Item II                                                             | <ul style="list-style-type: none"> <li>■ Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.</li> </ul>                                                                                                                                | <ul style="list-style-type: none"> <li>■ Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative.</li> <li>■ All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor.</li> <li>■ For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$7,560.00.</li> </ul> |                                                                                                                                                                                                                                                                                                                  |
| ITEM III                                                            | <ul style="list-style-type: none"> <li>■ Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.</li> </ul> | Salvage value                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                  |
| ITEM IV                                                             | Maximum Amount Payable under this Method unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.                                                                                     | The Maximum Amount Payable under this Method shall be \$182,000.00.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                  |





Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

April 12, 2020

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

FN 20 21-129

**PUBLIC SAFETY**

**WAYS & MEANS**

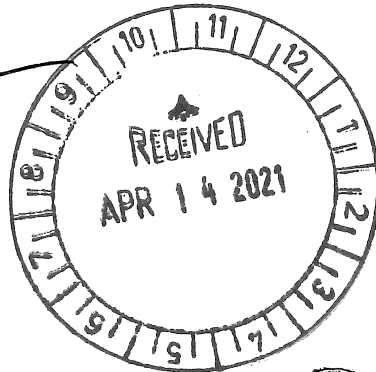
Dear County Executive Picente:

The Sheriff's Office is requesting approval to enter into a contract with the New York State Division of Homeland Security and Emergency Services for the 2020 State Law Enforcement Terrorism Prevention Program Grant. The Sheriff's Office has been awarded \$63,244.00. This grant is set to begin September 1, 2020 and will expire August 31, 2023. **This is a multi-year grant and requires the establishment of a capital project account.**

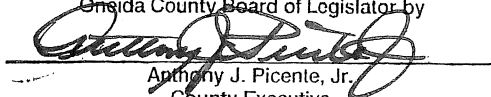
The money obtained from the grant will be used for several purposes. This grant will help sustain and expand our Automatic Vehicle Locator (AVL) System. This project pays for a cellular based system that helps coordinate manpower and vehicle resources in critical incidents. By being able to purchase IT equipment, such as wireless modems, we will be able to connect to Mobile Data Terminals anywhere in the County. The funds will also be used to cover personnel costs for security at the upcoming election.

If you find the enclosed grant contract acceptable, I am requesting that you forward to the Board of Legislators for their approval at your earliest convenience. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

  
Robert M. Maciol  
Oneida County Sheriff



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

  
Anthony J. Picente, Jr.  
County Executive

Date 4-14-21



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

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

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

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

Oneida Co. Department: Sheriff's Office

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other **xxx** \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Division of Homeland Security and  
Emergency Services  
1220 Washington Avenue  
Building 7A, Suite 710  
Albany, NY 12242

**Title of Activity or Service:** SLEPPT Grant 2020

**Proposed Dates of Operation:** 09/01/2020 – 08/31/2023

**Client Population/Number to be Served:** Residents of Oneida County

**Summary Statements**

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

This grant will help sustain and expand the AVL (Automatic Vehicle Locator) System. This grant pays for a cellular based system that helps coordinate manpower and vehicle resources in critical incidents. A portion of the grant will also assist in covering personnel costs for security services in the upcoming election.

**2) Program/Service Objectives and Outcomes:** Continued improvement to the AVL system and funding assistance in other areas.

**3) Program Design and Staffing:** NA

**Total Funding Requested:** \$63,244.00

**Account:** TBD

**Oneida County Dept. Funding Recommendation:** \$63,244.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** A capital account needs to be created and approved for this grant.

**Mandated** \_\_\_\_\_ **Not Mandated** \_\_\_\_\_ **X** \_\_\_\_\_

**Additional County Costs:** Grant fully covers all line items except election security and cellular data service (total cost TBD).

|                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>STATE AGENCY</b><br/>                 New York State Division of Homeland Security and Emergency Services<br/>                 1220 Washington Avenue<br/>                 Building 7A Suite 710<br/>                 Albany, NY 12242</p>                                                                                                                                                                                                           | <p><b>NYS COMPTROLLER'S NUMBER:</b> C972002<br/>                 (Contract Number)</p> <p><b>ORIGINATING AGENCY CODE:</b> 01077</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)<br/>                 Oneida County<br/>                 800 Park Avenue<br/>                 Utica, NY 13501</p>                                                                                                                                                                                                                                                                                        | <p><b>TYPE OF PROGRAMS:</b> WM2020 SLETPP<br/> <b>CFDA NUMBER:</b> 97.067<br/> <b>DHSES NUMBERS:</b> WM20972002</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p><b>FEDERAL TAX IDENTIFICATION NO:</b> 15-6000460<br/> <b>MUNICIPALITY NO:</b> (if applicable) 300100000 000<br/> <b>SFS VENDER NO:</b> 1000002595<br/> <b>DUN &amp; BRADSTREET NO:</b> 075814186</p>                                                                                                                                                                                                                                                    | <p><b>INITIAL CONTRACT PERIOD:</b><br/>                 FROM 09/01/2020 TO 08/31/2023<br/> <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$63,244.00</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p><b>STATUS:</b><br/>                 Contractor is not a sectarian entry.<br/>                 Contractor is not a not-for-profit organization.</p>                                                                                                                                                                                                                                                                                                      | <p><b>MULTI-YEAR TERM:</b> (if applicable)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p><b>CHARITIES REGISTRATION NUMBER:</b></p> <p><u>n/a</u><br/>                 (Enter number of Exempt)<br/>                 if "Exempt" is entered above, reason for exemption.<br/> <u>n/a</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has <u>      </u> has not <u>      </u> timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div> | <p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b></p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p> |
| <p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p>NYS Division of Homeland Security and Emergency Services<br/>                 BY: _____ Date: _____</p> <p><b>State Agency Certification:</b> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".</p> <p>GRANTEE:<br/>                 BY: Hon. Anthony J. Picente Jr., County Executive Date: _____</p>                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p><b>ATTORNEY GENERAL'S SIGNATURE</b></p> <p>_____<br/>                 Title: _____<br/>                 Date: _____</p>                                                                                                                                                                                                                                                                                                                                 | <p><b>COMPTROLLER'S SIGNATURE</b></p> <p>_____<br/>                 Title: _____<br/>                 Date: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**Award Contract**

**LETPP/SLETPP**

**Project No.**

**Grantee Name**

LE20-1019-D00

Oneida County

10/21/2020

**Award Contract**

**Project No.**

LE20-1019-D00

**Grantee Name**

Oneida County

10/21/2020

**Award Contract**

**Project No.**

LE20-1019-D00

**Grantee Name**

Oneida County

10/21/2020

**Award Contract****Project No.**

LE20-1019-D00

**Grantee Name**

Oneida County

10/21/2020

**Budget Summary by Participant**

Oneida County

Oneida County Sheriffs Office - Version 1

| #     | Personnel                       | Number | Unit Cost   | Total Cost  | Grant Funds | Matching Funds |
|-------|---------------------------------|--------|-------------|-------------|-------------|----------------|
| 1     | Personnel for election security | 1      | \$12,649.00 | \$12,649.00 | \$12,649.00 | \$0.00         |
| Total |                                 |        |             | \$12,649.00 | \$12,649.00 | \$0.00         |

| #     | Equipment                                                         | AEL             | Number | Unit Cost   | Total Cost  | Grant Funds | Matching Funds |
|-------|-------------------------------------------------------------------|-----------------|--------|-------------|-------------|-------------|----------------|
| 1     | Information Technology Equipment and Related Items (modems, etc.) | 04HW-01-MOBL    | 1      | \$5,000.00  | \$5,000.00  | \$5,000.00  | \$0.00         |
| 2     | Mobile Data Terminals and Related Items (MDT's)                   | 04HW-01-MOBL La | 1      | \$12,649.00 | \$12,649.00 | \$12,649.00 | \$0.00         |
| Total |                                                                   |                 |        |             | \$17,649.00 | \$17,649.00 | \$0.00         |

| #     | All Other Expenses                                                  | Number | Unit Cost   | Total Cost  | Grant Funds | Matching Funds |
|-------|---------------------------------------------------------------------|--------|-------------|-------------|-------------|----------------|
| 1     | Data Service Fees (modems, etc.)                                    | 1      | \$10,446.00 | \$10,446.00 | \$10,446.00 | \$0.00         |
| 2     | AVL Software License Fees and Data Service Fees for Wireless Modems | 1      | \$22,500.00 | \$22,500.00 | \$22,500.00 | \$0.00         |
| Total |                                                                     |        |             | \$32,946.00 | \$32,946.00 | \$0.00         |

| Total Project Costs | Total Cost  | Grant Funds | Matching Funds |
|---------------------|-------------|-------------|----------------|
|                     | \$63,244.00 | \$63,244.00 | \$0.00         |

| Total Contract Costs | Total Cost  | Grant Funds | Matching Funds |
|----------------------|-------------|-------------|----------------|
|                      | \$63,244.00 | \$63,244.00 | \$0.00         |

**Award Contract**

**Project No.**  
LE20-1019-D00

**Grantee Name**  
Oneida County

10/21/2020



**Award Contract**

LETPP/SLETPP

**Project No.****Grantee Name**

LE20-1019-D00

Oneida County

10/21/2020

**Work Plan****Goal**

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

**Objective #1**

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Enhancing Information and Intelligence Sharing

NYS Critical Capability

Primary - Law Enforcement Counter-Terrorism Operations

Adopt and implement law enforcement information technology systems that build law enforcement counter-terrorism capabilities and increase intelligence and information sharing among various local, state, and federal partners.

**Task #1 for Objective #1**

Purchase allowable information technology equipment (MDT's, etc.). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

**# Performance Measure**

1 Identify software and data services acquired and equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced counter terrorism law enforcement 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 Services and/or Provide maintenance on information technology equipment.

**# Performance Measure**

1 Services acquired and/or Maintenance activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the information and intelligence sharing capabilities in the jurisdiction.

**Objective #2**

G & T Workplan Code - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - Enhance the Protection of Soft Targets/Crowded Places

NYS Critical Capability

Primary - Law Enforcement Counter-Terrorism Operations

Conduct counter-terrorism activities that deter, detect, interdict and protect against terrorism at CI/KR and/or mass gathering events. (DHS Approval Required for Operational Overtime)

**Task #1 for Objective #2**

Conduct approved organizational activities.

**# Performance Measure**

1 Organizational activities conducted. Provide brief narrative reporting organizational activities completed and describe how the project enhances the counter terrorism initiatives in the region.

**Award Contract****Project No.**

LE20-1019-D00

**Grantee Name**

Oneida County

10/21/2020

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 \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget 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-1<sup>1</sup>

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 §200.331, 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 the Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of 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 the 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.<sup>2</sup>

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](mailto: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:<sup>3</sup> 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:<sup>4</sup> 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:<sup>5</sup> Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:<sup>6</sup> 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:<sup>7</sup> 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) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of 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 because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 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:<sup>B</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the 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/FrontEnd/VendorSearchPublic.asp>. 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 the following guidelines at a minimum when making all procurements, including consultant services. 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 obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR §200.320(f). A copy of DHSES' approval must also be submitted with the voucher for payment.

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 immediately.

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 §200.210(a)(2), 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 DUNS number, 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 and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. 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 §200.326 (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 <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?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. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.
2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.
3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. 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.

P. 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.

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

R. 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 having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. 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.

ENDNOTES:

<sup>1</sup> To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

<sup>2</sup> As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

<sup>3</sup> 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.

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

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

<sup>6</sup> 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.

<sup>7</sup> Fifth Quarter Payments occur 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.

<sup>8</sup> Not applicable to not-for-profit entities

VER 07/2020

Certified by - on

**Award Contract****Project No.**

LE20-1019-D00

**Grantee Name**

Oneida County

10/21/2020

## 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](mailto: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.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services  
Attention: Contracts Unit  
State Office Building Campus – Bldg. 7A  
1220 Washington Avenue, Suite 610  
Albany, NY 12242

## 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. Calendar quarters, for the purposes of making program progress reports, shall be 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

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe

activities for that quarter.

Rev. 07/2020

Certified by - on

**Award Contract****Project No.**

LE20-1019-D00

**Grantee Name**

Oneida County

10/21/2020

**Special Conditions****I. ALL GRANT FUNDS:**

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

**A. Permissible Use of Funding**

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at <https://www.fema.gov/grants>
2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at <http://www.dhSES.ny.gov/planning/#strat>.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

**B. Record Requirements**

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP 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 HSGP as listed on the Authorized Equipment List (AEL) (<https://www.fema.gov/authorized-equipment-list>).
2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment 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 HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**D. Training & Exercise Related Activities**

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.
3. Subrecipients are required to be NIMS compliant. DHSES 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. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
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, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

#### F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local 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).
2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal 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. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. 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 appropriate State Historic Preservation Office.
5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/eph.cfm>.

#### G. 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.

#### H. 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. Subrecipient 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 Capabilities 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.

#### I. National Cyber Security Review

1. Completion of the National Cybersecurity Review (NCSR) is a mandatory annual requirement under this Contract and a condition of funding. The NCSR will be open from October to December each year and enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user. The Multi-State Information Sharing and Analysis Center (MS-ISAC) improves the overall cybersecurity posture of the nation's state, local, tribal, territorial, nonprofit, and private sector agencies through focused cyber threat prevention, protection, response, and recovery. It is a no-cost, membership-based community that includes 24/7 cybersecurity support, analysis and monitoring, and a central location for reporting threats and suspicious activities. The MS-ISAC is available for both technical and administrative assistance on the NCSR. For more on the MS-ISAC, visit <https://www.cisecurity.org/ms-isac/services/ncsr/> or email [ncsr@cisecurity.org](mailto:ncsr@cisecurity.org).

2. 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.

#### J. National Priorities

The FY2020 HSGP Notice of Funding Opportunity (NOFO) identified four priority areas: Cyber Security, Protection of Soft Targets/Crowded Places, Intelligence and Information Sharing, and Addressing Emerging Threats. As outlined in the NOFO, a minimum of 5% of the jurisdiction's overall award for the State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) must be allocated to each priority area.



Anthony J. Picente, Jr  
Oneida County Executive



Joseph M. Johnson  
Commissioner of Personnel

## ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

April 14, 2021

FN 20 21-130

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

PUBLIC SAFETY  
WAYS & MEANS

Dear County Executive Picente:

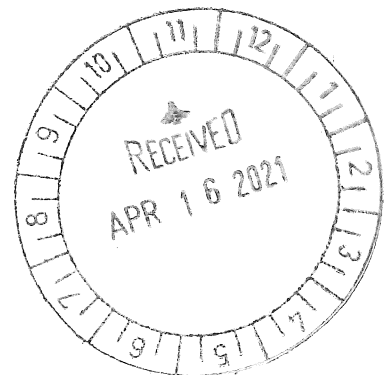
Attached for your review and approval is correspondence from Oneida County Interim Public Defender, Leland D. McCormac III, requesting the creation of one (1) new Paralegal Assistant (grade 25W, step 2 at \$38,150).

As stated in Oneida County Interim Public Defender, Leland D. McCormac's letter, the position is essential for effective office operations due to the departure of two (2) members of the clerical staff adding to the burden of the remaining staff. This position will be fully funded under the Hurrell-Harring grant award administered by the Office of Indigent Legal Services

If you concur with his request, please forward this letter to the Board of Legislators and ask that they create one (1) Paralegal Assistant position (grade 25W, step 2 at \$38,150) effective immediately.

Sincerely,

Joseph M. Johnson  
Commissioner of Personnel



Copy: Leland D. McCormac III, Interim Public Defender  
County Attorney  
Budget

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

Anthony J. Picente, Jr.  
County Executive

Date 4-16-21



ONEIDA COUNTY  
DEPARTMENT OF PROBATION

Boehlert Center at Union Station  
321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501  
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684

300 West Dominick Street, Rome, New York 13440  
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025

E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

ANTHONY J. PICENTE, JR.  
County Executive

Patrick Cady  
DIRECTOR

March 30, 2021

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue – 10<sup>th</sup> Floor  
Utica, New York 13501

FN 20 21-131  
PUBLIC SAFETY  
WAYS & MEANS

Re: Alternatives to Incarceration Grant 2020-2021

Dear Mr. Picente:


In February we submitted an ATI Plan for 2020/2021 that was approved by the ATI Board to DCJS. This grant was delayed due to COVID restrictions. Enclosed is the yearly renewal contract for reimbursement of expenses (based on outcomes) incurred by our Domicile Restriction Program. We are very pleased that the amount of this grant is \$42,594.00. We have run this successful program for over 20 years. It allows defendants the opportunity to live at home, work, and seek treatment instead of incarceration. This program involves both adults and juveniles. Our 2019-2020 accounting revealed savings to the County of over \$2 million.

This program is highly cost effective and promotes social adjustment of appropriate offenders. We are able to increase the chances that offenders make positive adjustments in their lives, without sacrificing public safety.

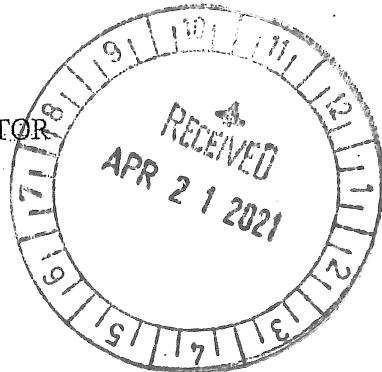
Please submit this contract to the Board of Legislators for approval. Upon their approval, please sign the contract electronically.

Your continued support of this and all of our programs and efforts is most appreciated.

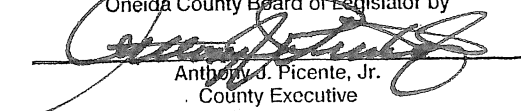
Very truly yours,

  
PATRICK CADY  
PROBATION DIRECTOR

PC:kas  
Enclosures



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

  
Anthony J. Picente, Jr.  
County Executive

Date 4-21-21

Oneida Co. Department: Probation

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

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

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

**Title of Activity or Service:** Domicile Restriction Program-Alternatives to Incarceration Grant

**Proposed Dates of Operation:** 7/1/2020 to 6/30/2021

**Client Population/Number to be Served:** Pre-trial and post-sentenced defendants

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** This grant assists in funding the Domicile Restriction Program which provides Alternatives to Incarceration at the Pre-Trial and Post-sentencing stages of the legal process and is a graduated sanction of Probation. The Program allows for home sobriety checks and surveillance of sex offender movements.
- 2) **Program/Service Objectives and Outcomes:** In 2019 the Program replaced 7,667 days of incarceration at the Oneida County Jail, a savings of \$90,00/day for a total savings of \$690,030.00. Plus, the Program allows employed defendants to continue working. The Program also replaced 2,342 days of secure or non-secure detention for juveniles, saving the County \$1,509,836.94. The total dollar amount saved for the county through the Domicile Restriction Program is \$2,199,866.94.
- 3) **Program Design and Staffing:** Reduces the burden of Social Services. Two Probation Officers and one Probation Assistant install and monitor equipment and report compliance/violations to the Court.

**Total Funding Requested:** \$42,594.00

**Account #:** A3141

**Oneida County Department Funding Recommendation:** \$42,594.00

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

**Cost Per Client Served:** \$3.80 per day per client

**Past Performance Data:** 88% reduction in recidivism while on Domicile Restriction - 74 adults successfully completed in 2019, along with 30 juveniles successfully completing Domicile Restriction.

**O.C. Department Staff Recommendation:** The Probation Department highly recommends continuing to apply for State funding to enable this Program's continued success, as it provides a cost effective alternative to incarceration. It reduces County costs of placing these offenders in jail and provides the opportunity for community-based supervision and services.

Mandated:   X   Not Mandated: \_\_\_\_\_

**Additional County Costs:**

**Mark Edick – Probation Assistant**

- Salary \$55,596.00
- Fringe \$24,456.19 (Retirement \$9712.62 / Social Security \$4,253.09 / Workers Comp \$1,556.69 / UIB \$138.99 / Health Insurance \$8,794.80)
- Total \$80,052.19

**Shannon Kelly – Probation Officer**

- Salary \$60,524.00
- Fringe \$17,049.61 (Retirement \$10,573.54 / Social Security \$4,630.09 / Workers Comp \$1,694.67 / UIB \$151.31 / Health Insurance \$0)
- Total \$77,573.61

**Zack Viola – Probation Officer**

- Salary \$64,407.00
- Fringe \$41,309.58 (Retirement \$11,251.90 / Social Security \$4,927.14 / Workers Comp \$1,803.40 / UIB \$161.02 / Health Insurance \$23,166.12)
- Total \$105,716.58

**BI Electronic Monitoring Cost: \$13,790.00 yearly**

**BI Extended Warranty Cost: \$12,040 yearly**

**Buddi Contract Cost: \$10,000.00 yearly**

**Total ATI Costs: \$299,172.39**

**Minus Grant Funding: \$42,594.00**

**=Total Additional County Costs for Alternatives to Incarceration Program: \$256,578.38**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>STATE AGENCY</u><br/>                 Division of Criminal Justice Services<br/>                 80 South Swan Street<br/>                 Albany, NY 12210</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p><u>NYS COMPTROLLER'S NUMBER:</u> C523940<br/>                 (Contract Number)</p> <p><u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p><u>GRANTEE/CONTRACTOR:</u> (Name &amp; Address)<br/>                 Oneida County<br/>                 800 Park Avenue<br/>                 Utica, NY 13501-2939</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p><u>TYPE OF PROGRAMS:</u> OPCA ATI Classification<br/> <u>DCJS NUMBERS:</u> TC17523940<br/>                 TCB6523940<br/>                 TCC8523940<br/>                 TCD9523940<br/> <u>CFDA NUMBERS:</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><u>INITIAL CONTRACT PERIOD:</u><br/>                 FROM 07/01/2017 TO 06/30/2020<br/> <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$127,782.00</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><u>AMENDED CONTRACT PERIOD:</u><br/>                 FROM 07/01/2017 TO 06/30/2021<br/> <u>FUNDING AMOUNT FROM AMENDED PERIOD:</u> \$170,376.00</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><u>TRANSACTION TYPE:</u> Renewal</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p><u>MULTI-YEAR TERM:</u> (if applicable): 1 1-year renewal options.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460<br/> <u>MUNICIPALITY NO:</u> (if applicable) 300100000000<br/> <u>STATUS:</u><br/>                 Contractor is not a sectarian entry.<br/>                 Contractor is not a not-for-profit organization.<br/> <u>CHARITIES REGISTRATION NUMBER:</u><br/>                 [Redacted Box]<br/>                 (Enter number or Exempt)<br/>                 if "Exempt" is entered above, reason for exemption.<br/>                 N/A</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has <input type="checkbox"/> has not <input type="checkbox"/> timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div> | <p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A1 Master Grant Agreement &amp; Program Specific Terms and Conditions</p> <p><input type="checkbox"/> APPENDIX A2 Federally Funded Grants Special Conditions</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> Other (Identify)</p> <p>Appendix B-1 Program Performance Milestones and Costs</p> |

IN WITNESS THERE OF, the parties hereto have electronically executed or approved this MASTER GRANT on the dates of their signatures.

NYS Division of Criminal Justice Services  
 BY: , Date:  
 Office of Program Development and Funding

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

GRANTEE: In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

BY: Hon. Anthony J. Picente jr, County Executive Date:

|                              |                                                    |
|------------------------------|----------------------------------------------------|
| ATTORNEY GENERAL'S SIGNATURE | APPROVED,<br>Thomas P. DiNapoli, State Comptroller |
| Title:                       | Title:                                             |
| Date:                        | Date:                                              |

OPCA ATI Classification

Award Contract

Project No.  
CL17-1028-D03

Grantee Name  
Oneida County

03/16/2021

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

| #                                                                                   | All Other Expenses                                                                                                      | Number | Unit Cost   | Total Cost  | Grant Funds | Matching Funds |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------|-------------|-------------|-------------|----------------|
| 1                                                                                   | CL19 - Oneida County 13A Classification - 7/1/20 - 16/30/21- Based on maximum state reimbursement amount in Appendix B1 | 1      | \$42,594.00 | \$42,594.00 | \$42,594.00 | \$0.00         |
| Justification: See attached Appendix B-1, Program Performance Milestones and Costs. |                                                                                                                         |        |             |             |             |                |
| Total                                                                               |                                                                                                                         |        |             | \$42,594.00 | \$42,594.00 | \$0.00         |

| Total Project Costs | Total Cost  | Grant Funds | Matching Funds |
|---------------------|-------------|-------------|----------------|
|                     | \$42,594.00 | \$42,594.00 | \$0.00         |

Oneida County Probation Department

| Total Contract Costs | Total Cost  | Grant Funds | Matching Funds |
|----------------------|-------------|-------------|----------------|
|                      | \$42,594.00 | \$42,594.00 | \$0.00         |

**Award Contract**

OPCA ATI Classification

**Project No.**

CL17-1028-D03

**Grantee Name**

Oneida County

03/16/2021

**APPENDIX D - Work Plan****Goal**

The Oneida County Domicile Restriction program's goal is to reduce recidivism, promote public safety and enhance defendant/offender accountability through community corrections. Work Plan Term: 7/1/2020 - 6/30/2021.

**Objective #1**

Place individuals into the Domicile Restriction program per Appendix B-1.

**Task #1 for Objective #1**

The following tasks are associated with this objective:

**CASES ACCEPTED FOR ELECTRONIC MONITORING:**

1. All probation officers conducting pre-sentence investigations recommending a split-sentence will state in the evaluative analysis the defendant is eligible for domicile restriction in lieu of incarceration. Probation orders and conditions signed by the judge would indicate the period of domicile restriction imposed;
2. The sentencing courts in which a pre-sentence investigation is not ordered will notify the Domicile Restriction program with a court order;
3. All probation officers supervising criminal court sentenced offenders will notify the Domicile Restriction program if during a violation of probation matter before the court a graduated sanction of Domicile Restriction is recommended in lieu of incarceration. The court order by the judge would indicate the period of domicile restriction.

Maintain the following case file documentation: a. A copy of the pre-sentence investigation, orders and conditions of probation and a court ordered Domicile Restriction form.  
b. A copy of the court ordered Domicile Restriction form for b and c above.

**# Performance Measure**

- 1 The number of individuals placed in the program.

**Objective #2**

Participants will successfully complete the program per Appendix B-1.

**Task #1 for Objective #2**

The following tasks are associated with this objective:

**CASES SATISFACTORILY COMPLETING ELECTRONIC MONITORING:**

1. All defendants, as part of a split-sentence or conditional discharge in lieu of incarceration in which a pre-sentence was submitted to County, City or Justice Courts, will have electronic monitoring equipment installed on their person, in their home and entered into the department's computer within 24 hours by program staff during the business week. The court will be notified if this is not possible in order to amend the court order;
2. All defendants ordered by the Justice Courts, whether a pre-sentence investigation is/is not conducted, will be processed as soon as the disposition and order are received via mail;
3. All defendants will be monitored either by program staff during business hours or through the computer and, as applicable, with DCJS's supervision rule;
4. The program staff will file misconduct reports with the sentencing court within 24 hours during the business week for non-compliance;
5. If the court orders, the defendant will be reinstated based on the violation;
6. The sentencing court will be notified, in writing, of successful completion of the Domicile Restriction condition.

Maintain the following case file documentation:

- All defendants will have a case file to include PSI and the court-ordered;
- All defendants will have a daily contact sheet or computer driven report of contacts. If in violation, a notation of appropriate actions;
- A successfully completed form sent to the judge.

#### # Performance Measure

- 1 The number of individuals successfully completing the program.

#### Objective #3

To provide additional program related data to OPCA.

#### Task #1 for Objective #3

Gather and provide additional program data as applicable:

- 1) Number of individuals screened;
- 2) Number of individuals interviewed;
- 3) Number of individuals assessed;
- 4) Number of individuals evaluated;
- 5) Total number of individuals under supervision by RUS program (number carried over from previous quarter plus all new releases);
- 6) Total number FTA with warrant;
- 7) Number of persons terminated unsatisfactorily;
- 8) Number administratively discharged;
- 9) Number of satisfactory completions;
- 10) Number of individuals placed in program;
- 11) Other data as requested.

#### # Performance Measure

- 1 Number of individuals screened; interviewed; assessed; evaluated; under RUS supervision; FTA with warrant; terminated unsatisfactorily; administratively discharged; satisfactorily completed; placed in the program (as applicable).

#### Objective #4

To implement the provisions of NYS Exec. Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprise Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, defined as subcontractors or suppliers.



**Task #1 for Objective #4**

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. What percent of your established Minority and Women Business Enterprise goal have you met to date?

**Award Contract**

Project No.  
CL17-1028-D03

Grantee Name  
Oneida County

**OPCA ATI Classification**

03/16/2021

**Additional Special Conditions****Special Conditions - Classification****A. PROGRAM SERVICES**

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.
2. The CONTRACTOR shall provide case specific data as called for and delineated by DCJS. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

**B. TERMINATION**

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.
2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.
3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fail to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.
4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139 k was intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that

gives the STATE the general right to terminate at any time.

6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.

### C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.

2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

### D. FUNDING

1. For performance based CONTRACTS, the CONTRACTOR, shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.

2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions. GMS progress reports now incorporate data previously obtained from OPCA Quarterly Reporting Forms.

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In addition to the progress reports which are required, for purposes of this grant award, the CONTRACTOR shall also submit, if applicable, quarterly PROGRAM data on Tracking Logs, to OPCA at [dcjsopcaati@dcjs.ny.gov](mailto:dcjsopcaati@dcjs.ny.gov) consistent with GMS progress report due dates.

Funds will be reimbursed to the CONTRACTOR within 30 days of receipt of the claim if the claim and supporting documentation are in order and the CONTRACTOR is otherwise adhering to the terms and conditions of the AGREEMENT.

3. A not for profit organization operating on a multi year contract may, at the sole source discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

4. Vouchers and supporting documentation should be sent to:

**NYS Division of Criminal Justice Services**  
**Office of Finance**  
**80 South Swan Street**  
**Albany, NY 12210**

5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.

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

7. The CONTRACTOR agrees that these grant funds will be used to supplement and not supplant existing funds and services.

Notwithstanding the language in section D, number 2 of the contract special conditions, the following reporting procedures will take effect July 1, 2012.

1. Quarterly Reports - All ATI programs are required to submit Quarterly Reports on the schedule indicated in Appendix A-1. Effectively July 1, 2012, 13-A funded programs are no longer required to submit these reports using the GMS. Rather, the DCJS Office of Probation and Correctional Alternatives (OPCA) quarterly report template will be sent directly to each program upon contract execution. If the CONTRACTOR utilizes CASELOAD EXPLORER (CE), the CE will generate the report for you. The completed report should be submitted directly to [dcjsopcaati@dcjs.ny.gov](mailto:dcjsopcaati@dcjs.ny.gov). Once received, OPCA will attach the completed report onto the GMS.

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### Special Conditions - Classification

#### **A. PROGRAM SERVICES**

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.

2. The CONTRACTOR shall provide case specific data as called for and delineated by DCJS. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

## **B. TERMINATION**

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.

2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.

3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fail to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.

4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139 k was intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.

6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.

## **C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY**

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.

2. The CONTRACTOR specifically agrees to comply with New York State's "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law 899 aa. The

3/16/2021

CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

#### D. FUNDING

1. Grant amendment requests (GAR) for performance-based contracts: Notwithstanding any provisions of Appendix A-1 or Appendix C of this AGREEMENT relating to the submission of vouchers or requests for payment for milestone achievement within 30 days of the close of each contract quarter, the CONTRACTOR may request written approval of the STATE to adjust any milestones and or outcomes to reflect actual achievements of milestones and or outcomes. For performance-based CONTRACTS, the CONTRACTOR shall notify the STATE DCJS Office of Program Development and Funding (OPDF) no later than 45 calendar days after the end of the last quarter of a contract budget term. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and or outcomes, and in no event exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The CONTRACTOR may request from OPDF within the aforementioned 45 day window an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and or extension request.

2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions. GMS progress reports now incorporate data previously obtained from OPCA Quarterly Reporting Forms.

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total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The CONTRACTOR may request from OPDF within the aforementioned 45 day window an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and or extension request.

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In addition to the progress reports which are required, for purposes of this grant award, the CONTRACTOR shall also submit, if applicable, quarterly PROGRAM data on Tracking Logs, to OPCA at [dcjsopcaati@dcjs.ny.gov](mailto:dcjsopcaati@dcjs.ny.gov) consistent with GMS progress report due dates.

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5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.

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

7. The CONTRACTOR agrees that these grant funds will be used to supplement and not supplant existing funds and services.

Notwithstanding the language in section D, number 2 of the contract special conditions, the following reporting procedures will take effect July 1, 2012.

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2. Tracking Logs - All County OPCA 13-A ATI programs, with the exception of Pretrial Programs, are required to submit Tracking Logs according to the same quarterly reporting schedule. The OPCA Tracking Log template will be sent directly to each CONTRACTOR upon contract execution. The completed Tracking Logs should be submitted to [dcjsopcaati@dcjs.ny.gov](mailto:dcjsopcaati@dcjs.ny.gov).

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### Award Contract

### OPCA ATI Classification

Project No.

Grantee Name

03/16/2021

CL17-1028-D03

Oneida County

NEW YORK STATE  
DIVISION OF CRIMINAL JUSTICE SERVICES  
GRANT CONTRACT

### APPENDIX A-1

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

### WITNESSETH:

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

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

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

### STATE STANDARD TERMS AND CONDITIONS

#### I. GENERAL PROVISIONS

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

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Contract is with

the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

### C. Order of Precedence:

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

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendix B, Appendix C and Appendix D
4. The Face Page
5. Appendix B, Appendix C and Appendix D
6. Modification to Appendix A-1
7. Other appendices, including, but not limited to, the request for proposal or program application

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

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (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.

**F. Modifications:** To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in this Appendix in Section V(C) herein.

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

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

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

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested,
  - b) by facsimile transmission,
  - c) by personal delivery,
  - d) by expedited delivery services, or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).
3. Notices to the Contractor shall be addressed to the Contractor's designee.
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. Service of Process:** In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt

requested, Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of

business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain. [1]

[1 - As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.]

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act and whistleblower protections.

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

**V. Federally Funded Grants:** All of the Specific Federal requirements that are applicable to the Contract are identified in Appendix D (Workplan and Special Conditions) hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal law, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Appendix D (Workplan and Special Conditions) hereto.

## II. TERM, TERMINATION AND SUSPENSION

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

### B. Renewal:

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

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

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

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

### C. Termination:

#### 1. Grounds:

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

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

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

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

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

2. Notice of Termination: a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service, or

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

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

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the

Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery, or

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

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

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

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

### ***4. Effect of Termination Based on Misuse or Conversation of State or Federal Property:***

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

- a) the repayment to the State of any monies previously paid to the Contractor, or
- b) the return of any real property or equipment purchased under the terms of the Contract, or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

## **III. PAYMENT AND REPORTING**

### **A. Terms and Conditions:**

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

**B. Advance Payment and Recoupment:** 1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule) and Appendix D (Workplan and Special Conditions).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Appendix C (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (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 unexpected 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 (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding, and (ii) the funds



provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (iii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement 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 the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement/2: Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement/3: Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement/4: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement/5: The State Agency shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contract as set forth in Appendix C (Payment and Reporting Schedule).

i) Fifth Quarter Payments/6: Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract

year to pay the scheduled payment for the next contract year.

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

*[3 - Fee for Service is a rate established by the Contractor for a service or services rendered.]*

*[4 - Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.]*

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

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

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

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

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

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures, provided, however, that if the Contract is funded in whole or in part with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

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

2. The authority to request the above to request the above personal information from a seller of goods or

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

**E. Refunds:** 1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Section V(A)(2).

2. If at the end or termination of the Contract, there remains any unexpected 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 the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting 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 the State Agency 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).

b) If the Contract is Performance-Based, the Contractor shall provide the State Agency with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) and Appendix D (Work Plan and Special Conditions) as applicable:

(i) *Progress Reports*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (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). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting 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 Appendix C (Payment and Reporting Schedule) and Appendix D (Workplan and Special Conditions) as applicable, and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Appendix C (Payments and Reporting Schedule) and Appendix D (Work Plan and Special Conditions) as applicable.

#### H. Notification of Significant Occurrences:

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

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

#### IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

##### A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor

make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

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

#### **B. Subcontractors:**

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

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

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

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

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State Agency, as applicable, rendered and required for supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting 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 of work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use of Material, Equipment, or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

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

- a) If an item of Property required by the Contractor is available as surplus to the State, the State as its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
- b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
- c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract and its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
- e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.
- f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

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

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

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of the most recent versions of the

*DOJ Grants Financial Guide.*

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

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

**E. Records and Audits:****I. General:**

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

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

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

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

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

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

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

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

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

litigation.

## 2. Cost Allocation:

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

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

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Appendix D (Workplan and Special Conditions).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

## G. Publicity:

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

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

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

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

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



requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

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

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

**J. Equal Opportunities for Minorities and Women, Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency, or (ii) a written agreement in excess of \$100,000 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, or (iii) a written agreement in excess of \$100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status,
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority

group members and women in its work force on State contracts,

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation,

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

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

The Contractor shall include the provisions of subclauses 1-5 of this Section IV(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract, or (ii) unemployment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers' Compensation insurance requirement they must apply for an exemption.

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

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

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

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

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a) to require updates or clarifications to the Questionnaire upon written request,
- b) to inquire about information included in or required information omitted from the Questionnaire,
- c) to require the Contractor to provide such information to the State within a reasonable timeframe, and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor, and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

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

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof, or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

**P. Consultant Disclosure Law:** [7] 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. Admissibility of Reproduction of Contract:** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

*[7 - Not applicable to not-for-profit entities.]*

## **V. AGENCY SPECIFIC TERMS AND CONDITIONS**

### **A. Designees**

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)  
Office of Program Development and Funding  
80 S. Swan St.  
Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1), refunds shall be submitted to:

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

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

### **B. Contractual Obligations**

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

### **C. Budget Amendments**

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in preceding paragraphs a. and b., including multiple budget modifications that cumulatively exceed the thresholds provided, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs a. or b., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

### 3. Grant Amendment Request (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the Contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

#### D. Time and Effort Reporting

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

#### E. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

#### F. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including

travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable. 2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.

3. A Contractor who proposed to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

4. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

### G. Procurement

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

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

2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

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

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

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

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

3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

4. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services, equal provision of information to all interested parties, reasonable deadlines, sealed bids opened at one-time before a committee who will certify the process, establishment of the

methodology for evaluating bids before the bids are opened, and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

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

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

##### **1. General Provisions**

a) The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state contracts as defined therein, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

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

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

##### **2. Contract Goals**

a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

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

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



### 3. Equal Employment Opportunity (EEO)

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

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

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

ii. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

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

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

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

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

#### c) Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

#### d) Workforce Employment Utilization Report

i. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a Contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal

Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

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

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

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

#### 4. MWBE Utilization Plan

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

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

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### 5. Waivers

a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

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

#### 6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

## 7. Liquidated Damages - MWBE Participation

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

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

- i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and
- ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

## 8. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

### a) M/WBE

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

- i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.
- iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to enhance their participation.
- v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- vi. Ensure that progress payments to M/WBEs are made on a timely basis so that financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**b) EEO**

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

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

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

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

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

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

**I. Equipment Inventory**

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

**J. Accounting and Audits**

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that

grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

5. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

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

#### **K. Non-Compliance**

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

#### **L. Program Income**

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

#### **M. Lapsing Appropriations**

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

#### **N. Refunds**

If at the end of this Contract there remains any unexpended balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

#### **O. Limit on Overtime Earnings**

If Appendix B, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

#### **P. Subawards/Subcontractor**

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

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

- \* Activities to be performed,
- \* Time schedule,
- \* Project policies,
- \* Other policies and procedures to be followed,
- \* Dollar limitation of the agreement,
- \* Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Work Plan and Special Conditions) of the Contract, and
- \* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

#### **Q. Work Product Ownership and Distribution/DCJS Logo**

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the

DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

#### **R. Delayed Implementation**

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

#### **S. Changes at the Discretion of DCJS**

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

#### **T. Non-Supplanting**

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund the same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

#### **U. SAFETNet**

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

#### **V. Compliance with New York State Policies and Standards**

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at:  
<http://www.its.ny.gov/tables/technologypolicyindex.htm>.

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard
2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

[http://criminaljustice.ny.gov/stdpractices/main\\_menu.htm](http://criminaljustice.ny.gov/stdpractices/main_menu.htm)

<http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

#### **W. IJPortal**

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

#### **X. DCJSContact Directory**

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveymoz.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

#### **Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface**

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

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

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

Instructions for accessing and submitting crime reports through the IJPortal can be found at: [http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr\\_refman/IJPortal-UCR-Data-Entry-Manual.pdf](http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf).

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



of the police department, a waiver will be granted to avoid the fiscal penalty.

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

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found online at: [http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic\\_violence\\_reporting\\_alert\\_5-08-08.pdf](http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf).

Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

## **Z. Publications**

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

## **AA. Sexual Harassment Prevention Policy Certification**

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-I, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification from described above is available at <https://www.criminaljustice.ny.gov/ofpa/applicantgrntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

## **VI. PROGRAM SPECIFIC TERMS AND CONDITIONS:**

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

### **Aid to Crime Labs Program**

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially effecting the integrity of the forensic results committed by employees or subcontractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a subcontractor that the subcontractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the subcontractor and to agree all of the subcontractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity to forensic results committed by employees of the subcontractor. The contractor further agrees the integrity of forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

### **County Re-entry Task Force (CRTFs)**

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationships with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effective in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

### **Crimes Against Revenue Program (CARP)**

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

### **Gun Involved Violence Elimination (GIVE) Initiative**

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE

### Initiatives Request for Applications (RFA).

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.

Participating police departments will develop writing protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

### Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

### New York State Defender's Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program, in which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract, understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets, or would otherwise compromise the interest of any client.

10/31/19 VERSION

Certified by - on

Award Contract

Project No.

CL17-1028-D03

Grantee Name

Oneida County

03/16/2021

**ATTACHMENT C, PAYMENT AND REPORTING SCHEDULE****III. Special Payment and Reporting Provisions**For All Grantees:

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/appletgrntfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly as defined in Attachment D Section II of this Master Contract. Prior period adjustments shall be reported in the same accounting period that the correction was made. Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.

D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

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

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

**E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.**

Certified by - on

Office of the Sheriff

County of Oneida



Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

April 12, 2020

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

FN 20

21-132

PUBLIC SAFETY

WAYS & MEANS


Dear County Executive Picente:

I am requesting approval of an agreement with the Village of Sylvan Beach for one (1) deputy to provide security services at their Sylvan Beach Village Court at 808 Marina Drive when court is in session throughout 2021. This agreement will commence February 1, 2021 and conclude December 31, 2021. The Sheriff's Office will provide a deputy on the first Thursday of each month beginning in February from 3:30 p.m. to 7:30 p.m. The total will be approximately four (4) hours per month. The Village of Sylvan Beach will reimburse the County at a rate of \$69.00 per hour, for an estimated total of \$3,036.00.

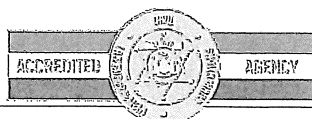
If you find the enclosed contract acceptable, I am requesting you forward the same to the Board of Legislators for consideration at their next meeting. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

  
Robert M. Maciol  
Oneida County Sheriff

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

  
Anthony J. Picente, Jr.  
County Executive

Date 4-21-21



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

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

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

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

Oneida Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Village of Sylvan Beach  
808 Marina Drive  
Sylvan Beach, NY 13157

**Title of Activity or Service:** Court Security at Village Court

**Proposed Dates of Operation:** February 1, 2021 - December 31, 2021

**Client Population/Number to be Served:** Sylvan Beach Village Court

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** One (1) Deputy will be present to provide general security services on the first Thursday of every month from 3:30 p.m. to 7:30 p.m. totaling an estimated four (4) hours a month.
- 2) **Program/Service Objectives and Outcomes:** Provide security and enforce all laws and regulations.
- 3) **Program Design and Staffing:** One (1) Deputy

**Total Funding Requested:** \$3,036.00

**Account #** 3120 (Expense)  
A1526 (Revenue)

**Oneida County Dept. Funding Recommendation:** \$3,036.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Village of Sylvan Beach

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** \$69/hr for one (1) deputy on the first Thursday of each month from 3:30 p.m. to 7:30 p.m.

Mandated \_\_\_ Not Mandated   X  

I confirmed with the Sheriff's Office that the rate of \$69.00/hr is still the current rate for deputies providing this service. No additional County costs.

## **Agreement for Village Court Sheriff Security Services**

THIS AGREEMENT (the "Agreement"), by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424, hereinafter referred to as the "OCSO," and the Village of Sylvan Beach, with its principal offices located at 808 Marina Drive, Sylvan Beach, New York 13157, hereinafter referred to as the "Village" (each individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, The Village is desirous of contracting with the County, through the OCSO, for the provision of Sheriff's Office uniformed security services to ensure safety in the courtroom at their Sylvan Beach Village Court (the "Services"), located at 808 Marina Drive, Sylvan Beach, New York 13157; and

WHEREAS, The County and the OCSO are agreeable to render such Services to the Village in exchange for reimbursement from the Village;

NOW THEREFORE, The County and the Village enter into this Agreement for the provision of Services at Village Court in accordance with the terms and conditions set forth herein.

### **1. TERM OF AGREEMENT.**

- a. The term of this Agreement will begin February 1, 2021 and ending on December 31, 2021.
- b. Either Party may terminate this Agreement by providing thirty (30) days written notification to the other Party.
- c. In the event the Village does not wish to utilize the OCSO for a particular session of court, they must notify the OCSO twenty-four (24) hours prior to that court session.

### **2. COUNTY'S RESPONSIBILITIES.**

- a. The OCSO Deputies shall provide one (1) Sheriff Deputy to perform the Services on dates requested from the Village. The assigned Deputy will be assigned a four hour block from 3:30 pm to 7:30 pm, ensuring order and enforcing all laws and regulations.
- b. The OCSO shall provide all standard equipment and uniforms to the Deputies. The OCSO will provide the patrol car, equipped with all appurtenances for law enforcement business. The OCSO will be responsible for maintenance and repair of the patrol car.
- c. The OCSO shall bill the Village pursuant to Section 4 of this Agreement.
- d. The OCSO shall provide the Village with a report of any incidents and violations, and any other support information agreed upon between the County and the Village.
- e. The OCSO shall comply with all Federal, State, and Local statutes, rules, and regulations, as same may be amended from time to time.

### **3. VILLAGE RESPONSIBILITIES.**

- a. The Village shall pay the County for the Services within thirty (30) days of receipt of an invoice from the OCSO.
- b. The Village understands and agrees that the OCSO has a duty to the general public and must constantly assess how best to allocate its Deputies. The Village understands and agrees that they will have no recourse, pursuant to this Agreement or otherwise, against the OCSO if the Deputies must be otherwise allocated.



#### **4. BILLING AND PAYMENT.**

a. The OCSO shall bill the Village for Services rendered twice per year, and will provide an invoice once in June and once in December. Invoices will reference this Agreement and be itemized to include the dates of Village Court and the number of hours of Services provided. The Village shall pay the invoice within thirty (30) days of receipt of such invoice.

b. The cost of Services shall be reimbursed at sixty-nine dollars (\$69.00) per hour, the current rate as per the OCSO fee schedule.

c. In the event there is a change to the hourly rate, the OCSO shall notify the Village in advance of the next date of Services. The Village may choose to accept such hourly rate, or terminate this Agreement.

#### **5. AUTHORITY.**

OCSO Deputies will be under the direction and control of the OCSO. It is understood and agreed between the Parties that the Village will not interfere with the Sheriff's authority. The Oneida County Sheriff maintains absolute authority over the Deputies and the Services provided under this Agreement.

#### **6. NO SPECIAL DUTY.**

Nothing in this Agreement shall create a special duty to the Village or to any third party. The OCSO cannot promise or guarantee crime prevention, safety, or security.

#### **7. INDEPENDENT CONTRACTOR.**

a. It is expressly agreed that the relationship of the Village to the County shall be that of an independent contractor. Neither the Village nor the County shall be considered an employee of the other for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Village and the County, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such independent contractor status, that neither the Village nor the County, nor any of their employees or assistants, shall hold themselves out as, nor claim to be, officers or employees of the other Party 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 other Party.

b. The Village and the County agree that the County is free to undertake other work arrangements, and may continue to make its Services available to the public.

c. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the independent contractor status, it is agreed that both the County and the Village 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.

#### **8. TRAINING.**

The Deputies shall not be required to attend or undergo any training, other than what is required by the OCSO. The OCSO shall be fully responsible for all training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same. The Village shall not require the Deputies to undergo any additional training.

#### **9. INDEMNIFICATION.**

a. The Village shall indemnify, save, and hold harmless the County and the OCSO, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the Village, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.

b. The County shall indemnify, save, and hold harmless the Village, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence or willful misconduct on the part of the County and/or the OCSO, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.

**10. NOTICE.**

All notices to the County should be sent to:

Oneida County- Law Department  
800 Park Avenue  
Utica, New York 13501

With a copy sent to the OCSO at:

Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, New York 13424

All notices to the Village should be sent to:

The Village of Sylvan Beach  
Attn: Honorable Gregory T. Scholl  
PO Box 580  
Sylvan Beach, New York 13157

**11. GOVERNING LAW.**

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.

**12. ASSIGNMENT.**

This Agreement may not be assigned by either Party.

**13. AMENDMENT.**

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.

**14. 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 this Agreement, including, but not limited to, Addendum A - Oneida County Standard Contract Clauses.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the County, the OCSO, and the Village have caused this Agreement to be executed as of the date below.

For Oneida County

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

\_\_\_\_\_  
Date

For the Oneida County Sheriff's Office

\_\_\_\_\_  
Robert M. Maciol  
Oneida County Sheriff

\_\_\_\_\_  
Date

4/19/21

For Village of Sylvan Beach

\_\_\_\_\_  
By: Hon. Richard Sullivan  
Title: Mayor

\_\_\_\_\_  
Date

4/14/21

Approved

\_\_\_\_\_  
Alison Stanulevich, Esq.  
Assistant County Attorney

**ADDENDUM A - ONEIDA COUNTY STANDARD CONTRACT CLAUSES**

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
  - b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
    - i. The Contractor certifies that it and its principals:
      - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
      - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
      - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
      - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
    - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
  - c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
    - i. The Contractor will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

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

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

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

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

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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



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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

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

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

- i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

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



Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

April 19, 2021

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

FN 20 21-133  
PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

I am requesting approval of an agreement with Trinity Services Group, Inc., to provide necessary inmate commissary services at the Oneida County Correctional Facility.

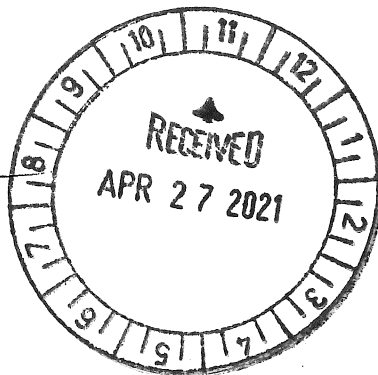
A RFB was advertised, and Trinity was the sole bidder. Trinity will provide the County with a commission of thirty-two percent (32%) of inmate commissary sales, which will go into the inmate commissary account to fund inmate programs.

This Agreement shall be for three (3) years, beginning on June 1, 2020 and ending on April 30, 2023, with an option to extend the contract for two (2) additional one (1) year extension periods, for a total of five (5) years, upon the mutual written agreement of the Parties. Trinity will provide commissary services via a secure kiosk and tablet system.

If you find the enclosed contract acceptable, I request that you forward to the Board of Legislators for consideration at their next meeting. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol  
Oneida County Sheriff



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

Anthony J. Picente, Jr.  
County Executive

Date 4-29-21



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

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

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

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

Oneida Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Trinity Services Group, Inc.  
477 Commerce Boulevard  
Oldsmar, Florida 34677-3018

**Title of Activity or Service:** Inmate Commissary Services agreement at the Oneida  
County Correctional Facility

**Proposed Dates of Operation:** June 1, 2020- April 30, 2023

**Client Population/Number to be Served:** Inmate population and correction officers.

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Operation of the inmate commissary services at the Correctional Facility. Commissary will be achieved via the use of tablets, kiosks, and a vending machine.
- 2) **Program/Service Objectives and Outcomes:** To offer food, hygiene, and other products to the inmates at the Correctional Facility. These products will be approved by the Correctional Facility to ensure they conform to security standards.
- 3) **Program Design and Staffing:** Trinity Services will employ their own staff.

**Total Funding Requested:** N/A

**Account #** A3150.19510

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funds are generated when inmates make purchases on the kiosks/tablets. Trinity will provide a commission of 32% on gross commissary sales. These funds are deposited into to the inmate commissary account.

**Cost Per Client Served:** NA

**Past Performance Data:** Trinity currently provides food services and commissary services at the Correctional Facility. Trinity has been a good provider and is adding a vending option this year.

**O.C. Department Staff Comments:** There are no County dollars in this contract. Monies generated from the sale of food and other products will go into the inmate commissary account. This money will be used to fund various inmate programs. This is not a mandated service, but is up to the discretion of the Sheriff under 9 CRR-NY 7016.1 and brings in revenue.



## INMATE COMMISSARY SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, NY 13501 (the "County") by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, NY 13424 (the "Correctional Facility"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity") (individually each shall be referred to as a "Party," and collectively referred to as the "Parties").

### WITNESSETH:

WHEREAS, the County issued a Request for Bid, Bid Ref #2100, for Inmate Commissary Services (herein referred to as the "Services") at the Correctional Facility, and Trinity submitted its proposal to provide the necessary Services; and

WHEREAS, the County desires to accept the proposal and avail itself of Trinity's Services based on the details offered in their submitted proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto, intending to be legally bound hereby, agree as follows:

### **1. COUNTY'S GRANT TO TRINITY.**

County grants to Trinity the exclusive right to operate Services at the Correctional Facility. These Services include an inmate order entry system using a wall-mounted housing-type kiosk solution and handheld tablet kiosks with commissary order entry software that is capable of fully integrating with the Correctional Facility's already existing Black Creek Jail Management Software. The Services are described in further detail in Exhibit A titled "Inmate Commissary Services," which is incorporated into this Agreement by this reference. Specific kiosk capabilities and features are also detailed in Exhibit B titled "Kiosk Features," which is hereby incorporated into this Agreement by reference.

### **2. TRINITY'S RESPONSIBILITIES.**

**2.1.** Pursuant to the terms, conditions and requirements of this Agreement and all attached Exhibits, Trinity will operate and manage its Services at the Correctional Facility and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the Parties. A Commissary Master List including products available for purchase and their corresponding prices is attached as part of Exhibit C titled "Pricing and Product Listing," and is hereby incorporated into this Agreement by reference.

**2.2.** Trinity represents and warrants to the County that its organization and its employees are duly and fully qualified to provide the Services as described within this Agreement and Exhibits. Trinity's Services shall meet or exceed the guidelines as prescribed by the New York State Commission on Corrections Standards for Local Correctional Facilities, including all memorandums issued by the Chairman for the Commissioner of the New York State Commission of Corrections, regarding commissary service.

**2.3.** Trinity represents that it owns all commissary items and equipment used in this Agreement. These items and equipment shall be warrantied and maintained by Trinity.

2.4. Trinity warrants that its employees are trained for the Correctional Facility environment and will not talk to, signal, whistle, or in any way attract the attention of inmates, and will restrict their movements to the commissary area, other than entering for or leaving upon completion of work. Trinity will not accept assistance from inmates unless the inmate is directly ordered by the Sheriff or his designee. Trinity staff will promptly notify their supervisor and the Correctional Facility of all unusual happenings pertaining to inmates.

2.5. Trinity will not make any alterations to any walls, windows, floors, ceilings, doors, equipment, or fixtures owned by the County without the prior written approval of the Sheriff or his designee. Trinity will not post any signs, advertisements, notices, or pictures of any kind to any part of the Correctional Facility, without prior approval of the Sheriff or his designee. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions, but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear of equipment belonging to the County, and other responsibilities of the County as defined in Section 3.

2.6. Trinity shall maintain a live twenty-four (24) hour help desk with a toll-free number manned by Trinity employees.

2.7. Trinity shall provide on-site training sessions for County staff to become familiar with Trinity software of no less than twenty-four (24) total hours per staff member. The same training sessions shall be required by the County whenever a new software program, system, or process is added by Trinity. Trinity shall provide on-line user manuals on all desktops utilizing Trinity's software.

2.8. Trinity shall meet with the County at least twice annually to review the commissary menu and pricing.

### **3. COUNTY'S RESPONSIBILITIES.**

3.1. The County shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services and allow Trinity employees to maintain the kiosks and vending machine in the Correctional Facility. The Correctional Facility will provide an escort for Trinity employees for safety and security purposes when work needs to be performed in certain areas of the Facility. The County will continue to maintain its Black Creek Jail Management Software System as necessary so Trinity's Services may continue to be performed.

3.2. Correctional Facility employees will be responsible for delivering commissary orders to inmates.

3.3. The County will approve all commissary items prior to them being listed in the kiosks and vending machine as available for purchase. The County will assess them for safety and security, as deemed necessary for the correctional facility environment.

3.4. The County will provide a designated area outside of the secured area for the parking of personal vehicles owned by Trinity staff. Delivery trucks will be admitted to receiving areas in secured areas only by the request of Trinity and under the supervision of Correctional Facility staff.

### **4. COSTS.**

4.1. Trinity shall provide all commissary kiosks, tablets, vending machines, computer terminals, software, printers, maintenance, operating costs, and supplies relating to Trinity's Services at no cost to the County. A list of equipment supplied by Trinity at no cost to the County is attached as Exhibit

D titled "General Costs and Fees for Equipment." Trinity shall also maintain an accounting of the commissary account at no cost to the County.

4.2. Trinity will provide a commission to the County on gross commissary sales in the amount of thirty-two percent (32%). Commissions will be based on the weekly adjusted gross commissary sales. Adjusted gross sales are gross sales less adjustments/credits, postage sales, or other non-commission sales. Trinity shall provide the commission on a monthly basis to the Correctional Facility. This money will be deposited into the inmate commissary account and will pay for inmate programs.

4.3. The County requires a detailed billing statement from Trinity at least once per month.

## 5. TERM AND TERMINATION.

5.1. The Term of this Agreement shall be for three (3) years beginning on June 1, 2020 and ending on April 30, 2023, with an option to extend the contract for two (2) additional one (1) year extension periods, for a total of five (5) years, upon the mutual written agreement of the Parties. Either Party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

5.2. If either Party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 13 herein, the Party claiming such failure shall give the other Party written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured Party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

5.3. Upon termination of this Agreement, Trinity shall be obligated to pay the County for any commissions collected for Services performed through the date of termination.

5.4. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Correctional Facility occupied by Trinity, and remove its property and equipment and return to the County all the equipment furnished by the County pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and other casualty loss common in this industry.

## 6. COMPLIANCE WITH LAWS AND REGULATIONS.

6.1. Trinity shall perform its Services in accordance with this Agreement and all Exhibits attached hereto. The terms and conditions contained in the Oneida County Standard Contract Clauses Addendum, Exhibit E, are incorporated herein by this reference and made a part hereof. In the event of a conflict between the terms stated herein and the Standard Contract Clauses Addendum, the terms and conditions contained in the Addendum shall control.

6.2. Trinity's Services shall meet or exceed the guidelines as prescribed by the New York State Commission on Corrections Standards for Local Correctional Facilities regarding food service in Title 9, Subtitle AA, Chapter 1 Minimum Standards and Regulations for Management of County Jails and Penitentiaries.

6.3. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, State, and Local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association.

6.4. Trinity agrees to pay all Federal, State, and Local taxes which may be assessed against Trinity's equipment or merchandise while in the Correctional Facility, as well as all Federal, State, and Local taxes assessed in connection with the operation of its Services at the Correctional Facility. All costs in connection with such taxes referred to herein, including licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity.

## 7. SAFETY AND SECURITY.

7.1. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to security background screening, including criminal background checks conducted by the County. The County may refuse access to any Trinity employee for safety, security, and good order of the Correctional Facility, and shall not be held responsible for any liabilities arising from such action.

7.2. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all application rules and regulations concerning conduct in the Correctional Facility that the County imposes upon the County's employees and agents.

7.3. The Sheriff or designee possesses the sole discretion to deny any person access to the Correctional Facility where the Sheriff determines that person to be a threat to the safety and/or security of the Correctional Facility.

7.4. The Sheriff may issue temporary identification cards to Trinity's employees which they will be required to wear at all times while on Correctional Facility property. Cards will be returned to Correctional Facility central control and reissued to Trinity's employees each day.

7.5. The Sheriff will allow Trinity employees access to the kiosks, tablets, vending, and other hardware and software for maintenance, software upgrades, and inspections. This may require a Correctional Facility escort to those particular areas, which the Sheriff or designee will organize.

7.6. Trinity's software must be equipped with appropriate security settings to manage financial and personal information.

7.7. Trinity shall also have in place disaster recovery of information entered into the commissary system, either by scheduled backup to local media such as to a local hard drive, local zip disk, network drive, or a facility tape drive, or to off-site backup to a secure website or corporate data center. In the event of system failure, Trinity shall first attempt to restore the data on the machine that failed. If not possible, Trinity will restore the last backup to a service replacement system and ship the replacement to the site on the business day following the data restoration. There shall be no storage-based computer hard drives in any housing unit kiosks.

7.8. Trinity shall maintain security protocols that limit accessibility to the Vendor's software based upon individuals and/or groups, as well as the ability to authorize software access by terminal/workstation. Transactions shall be time-stamped by user and terminal for auditing purposes.

7.9. Trinity shall maintain their warehouse security at a level consistent in the industry, taking into account the special nature of servicing the corrections environment. Trinity shall allow the County to inspect its warehouses upon request.

**8. INFORMATION TECHNOLOGY SECURITY.**

8.1. In connection with the Services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the County ("Non-County Systems"), which may need to interface with or connect to County's networks, internet access, or information technology systems ("County Systems"). Trinity shall be responsible for all Non-County Systems, and County shall be solely responsible for County Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances.

8.2. If any additional services and costs are needed in order for Non-County Systems to interface with or connect to County Systems, Trinity agrees to incur such expenses involved. Trinity will be responsible for the cost of any integration needed between Non-County Systems and County Systems.

**9. PERFORMANCE OF SERVICES.**

9.1. Trinity represents that Trinity is duly licensed and has the qualifications, the specialized skills, the experience, and the ability to properly perform the Services. Trinity shall use Trinity's best efforts to perform the Services such that the results are satisfactory to the County. Trinity shall be solely responsible for determining the location, method, details and means of performing the Services, except where necessary to perform such Services in the Correctional Facility, or where federal, state or local laws and regulations impose specific requirements on performance of the same.

9.2. Trinity may, at Trinity's own expense, employ or engage the services of such employees, subcontractors and/or partners as Trinity deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Trinity shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable federal, state or local laws and regulations. Trinity shall expressly advise the Assistants of the terms of this Agreement.

9.3. Trinity acknowledges and agrees that Trinity and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

**10. INDEPENDENT CONTRACTORS.**

10.1. It is expressly agreed that the relationship of Trinity and its Assistants to the County shall be that of independent contractors. Trinity's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. Trinity's Assistants, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, they shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

10.2. Trinity warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities as a regular course of business. Trinity and the County agree that Trinity is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

10.3. Trinity and its Assistants shall not be eligible for compensation from the County due to

absence because of a) illness; b) normal vacation; c) attendance at school or special training or a professional convention or meeting.

10.4. Trinity acknowledges and agrees that neither Trinity, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

10.5. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies County from any liability for such obligation. Trinity agrees to comply with applicable Federal, State, and Local Laws and Regulations pertaining to wages and hours of employment.

10.6. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges Trinity's independent contractor status, it is agreed that both the County and Trinity 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.

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

10.8. Trinity 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.

10.9. Trinity shall not be required to attend or undergo any training by the County. Trinity shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

## 11. INDEMNIFICATION.

To the fullest extent permitted by applicable law, Trinity (the "Indemnifying Party") shall indemnify and hold harmless, and at County's option, defend, Oneida County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Trinity's Assistants) arising out of or in connection with the exercise by Trinity or any of Trinity's Assistants of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

## 12. INSURANCE.

Trinity 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.

12.1. 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 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.

12.2. Workers' Compensation and Employer's Liability

a) Statutory limits apply.

12.3. 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 additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

12.4. Commercial Umbrella

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

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

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

12.5. County shall obtain and maintain insurance for the operation of the Correctional Facility, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

12.6. Certificates of Insurance. Prior to the start of any work, Trinity shall provide a certificate of insurance to the County of Oneida. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of Trinity's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County of Oneida.

12.7. No Representation of Coverage Adequacy. By requiring insurance, the County does not represent that coverage and limits will be adequate to protect Trinity. The County reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement, or failure to identify any insurance deficiency, will not relieve Trinity from, nor may it be construed or considered a waiver of Trinity's obligation to maintain, the required insurance at all times during the performance of this Agreement.

12.8. Waiver of Subrogation. Trinity waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Umbrella Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

13. **EXCUSED PERFORMANCE.**

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, epidemics, pandemics, strikes, lockouts, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

14. **NOTICES.**

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the Parties at the address stated below or at any other address as designated by one Party upon notice to the other Party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to County:                   Oneida County Law Department (10<sup>th</sup> Floor)  
800 Park Avenue  
Utica, NY 13501

With a copy to:               Oneida County Sheriff's Office  
Sheriff Robert M. Maciol  
6065 Judd Road  
Oriskany, NY 13424

If to Trinity:                   Trinity Services Group, Inc.  
Attn: Legal Department  
477 Commerce Boulevard  
Oldsmar, FL 34677-3018

With a copy to:               Stephen A. Hould, Esq.  
920 Third Street, Suite D  
Neptune Beach, FL 32266

15. **CONFIDENTIALITY.**

15.1. In the course performing this Agreement, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, County security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The Parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for five (5) years after, the Term of this Agreement, except that the Parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified



of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority.

15.2. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party, except where copies are made pursuant to a requirement to disclose pursuant to law in the sole opinion of the County, or a requirement to disclose as part of a judicial or regulatory proceeding, or as required by a governmental authority.

15.3. Each Party's Confidential Information shall remain the exclusive property of the Party. The County's Confidential Information shall be returned by Trinity to the County, or destroyed at the County's direction, upon termination or expiration of this Agreement. Trinity acknowledges that the County is subject to various legal requirements for record retention, and Trinity agrees that any Confidential Information disclosed to the County in tangible form shall be retained and disposed of by the County, at the County's sole discretion, in accordance with the Records Retention And Disposition Schedule CO-2, pursuant to 8 NYCRR § 185.13 (Appendix J).

15.4. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

15.5. Trinity acknowledges and agrees that the County is subject to New York Public Officers Law, Article 6, Freedom of Information Law ("FOIL"). In order for the County to assert the exception for proprietary information contained in Public Officers Law Section 87(2)(d), Trinity shall mark any Confidential Information it wishes to have the County withhold upon a request received pursuant to FOIL as follows: "Proprietary. Not subject to disclosure under Public Officers Law Section 87(2)(d)."

## 16. SIGNATURES.

Agreement to and acceptance of this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both Parties hereto.

## 17. GOVERNING LAW.

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. Trinity expressly consents to New York State jurisdiction.

## 18. SERVICE OF PROCESS.

Trinity expressly agrees that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.

19. ENTIRE AGREEMENT AND WAIVER.

19.1. The terms of this Agreement, including any exhibits, schedules, 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, Exhibit A (Inmate Commissary Services), Exhibit B (Kiosk Features), Exhibit C (Pricing and Product Listing), Exhibit D (General Costs and Fees for Equipment), and Exhibit E (Standard Contract Clauses Addendum).

19.2. 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.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the Parties hereto have agreed to be bound by the terms and conditions of this Agreement and accompanying Exhibits, as of the day and year first above written.

**Oneida County**

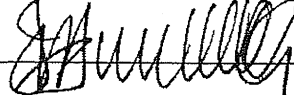
By: \_\_\_\_\_

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

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

**Trinity Services Group, Inc.**

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

Printed Name: John Puricelli

Title: Executive Vice President

Date: 04/13/2021

Approved

\_\_\_\_\_  
Alison Stanulevich, Esq.  
Assistant County Attorney

## EXHIBIT A

### Inmate Commissary Services

#### I. Kiosk System:

1. Trinity shall provide a minimum of ten (10) housing-type wall-mounted inmate order entry kiosks with color touch screens, one (1) portable inmate tablet to every four (4) inmates, one (1) lobby kiosk, one (1) booking kiosk, and three (3) computer workstations with flat panel monitors, all of which must be fully integrated with Black Creek Jail Management Software. At the time of this Agreement, all kiosks and workstations are already installed in the Correctional Facility. The one (1) lobby kiosk currently in the Correctional Facility will be replaced at the commencement of this Agreement. The one (1) booking kiosk will continue to be maintained and warrantied by Trinity. In addition to the kiosks and tablets, Trinity shall provide Canteen Manager Banking Software, in-house tech team support, a 24/7/365 technical assistant hot line, and comprehensive configuration, setup and training.

a. The kiosks functionality shall include: i) commissary order entry, ii) account history, iii) appointment request features, iv) grievance/medical and other authorized requests, v) inmate calendar views, vi) ability to post Correctional Facility information, vii) secure email to family/friends (with restrictions as requested by the Correctional Facility), viii) MP3 player program views, ix) ability to sync with MP3 player, and x) upgradable to video visitation software and cameras.

b. Trinity shall provide an inmate banking system to facilitate the tracking of inmate funds, inmate locations within the facility, check-writing, and bank reconciliation in addition to the ordering services. All debit and credit transaction information shall be displayed to the inmate for the life of their account. Trinity shall supply any necessary financial reports from their software as requested by the County.

c. One (1) lobby kiosk must accept cash and credit/debit cards and possess automated deposit services.

2. Trinity shall be responsible for all wiring, maintenance, and software upgrades of these kiosks. These kiosks shall be rugged enough to withstand the correctional facility environment and be secure enough to prevent unnecessary access. There shall be no hard drives in any housing unit kiosks.

3. The portable inmate tablets will be used in the areas where inmate movement is restricted. These devices must have all of the standard commissary ordering capabilities including checking inmate balance, purchase history, selection of items for purchase, enforcement of restrictions, etc. These devices must be rugged enough to withstand the correctional facility environment and secure to prevent unnecessary access.

4. Trinity shall also provide paper order forms, at Trinity's expense, to allow inmates housed in linear units, without access to kiosks, the opportunity to place commissary orders. Paper orders will be hand-processed with equipment supplied by Trinity, at no cost to the County.

5. The software used for ordering must successfully integrate with Black Creek Jail Management Software. Trinity will install, update, and perform periodic maintenance to their equipment and software at no cost to the County.

6. Trinity shall perform all necessary cleaning of any commissary equipment, including kiosks and tablets, preparation areas, and floors in the storage and preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

7. All information entered into the kiosks and tablets into Trinity's software during the Term of this Agreement shall be the property of the County. Trinity will provide at the County's request, at no cost to the County, a print out or electronic formatted data sheet of all information entered into the kiosks and tablets.

8. The commissary ordering system must allow for restrictions on inmate orders of at least:

| Type of Restriction                                      | Description                                                                                                                                                                                            | Scope                               |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Quantity per order                                       | Any item may be restricted to any quantity                                                                                                                                                             | Per inmate, per order               |
| Quantity per time span                                   | In addition to the quantity per order restriction, any item may be restricted to any quantity over any time span in days.                                                                              | Per inmate, per item, per time span |
| Orders per time span                                     | Any inmate may be restricted from placing any number of commissary orders over any time span in days.                                                                                                  | Per inmate, per time span           |
| Disallowed item                                          | Any item may be restricted entirely from a given inmate                                                                                                                                                | Per inmate, per item                |
| Category quantity restriction                            | Any inmate may be restricted to a given quantity of a collection of related items                                                                                                                      | 1 per inmate, per category          |
| Category age restriction                                 | Any inmate may be completely restricted from ordering a class of items on account of age                                                                                                               | Per inmate, per category            |
| Spending limit restriction                               | Any inmate may be restricted to a maximum dollar amount                                                                                                                                                | Per inmate, per order               |
| Spending limit override                                  | Any inmate may be granted a spending limit override to order a given item                                                                                                                              | Per inmate, per item                |
| Restriction grid by housing location, gender, and/or age | Entire restriction grids including combinations of any of the above restrictions can be applied automatically during the order process based upon an inmate's location in the facility, gender, or age | Per inmate, per grid                |

## II. Commissary Ordering Process:

1. Inmates will place orders using the ASK (Administrative Services Kiosk) Inmate Kiosk System, developed by Trinity for correctional facilities. The inmates may place their orders using a wall mounted kiosk or tablet.

2. Inmates will have weekly dollar limitations set by the County. The weekly spending limit will not include agreed-upon special purchases such as, but not limited to, electronics, clothing, sneakers, etc. Said items will be decided upon by the County on an item-by item basis. Trinity will allow inmate orders and provide commissary delivery not less than twice per week.

3. If inmates have insufficient funds to cover the cost of the entire order, Trinity must provide a system for the inmate's ordered items to be processed in a prioritized manner, identifying items that may be attained by the inmate with the limited funds. Items exceeding the inmate's available funds must be listed at the bottom of the inmates' receipt. Once the inmate's available funds are exhausted, additional items will not be processed.

4. Inmates shall be allowed to return a product if it is damaged on receipt for a credit. Credits will be processed by Trinity after return of the item is complete.

5. Complaints regarding Trinity Services from inmates shall be directed to the Trinity manager who will investigate, assess, and assign responsibility for resolution. Complaints will be responded to within twenty-four (24) hours. All complaints will be tracked, documented, and maintained in records.

6. Trinity shall also offer MyCarePack purchases. These allow family and friends of inmates to purchase care packages online and be delivered to the inmate on their regularly scheduled commissary day. Trinity shall also offer a Family/Friends Holiday Sales program whereby Trinity shall assemble pre-approved holiday gift packs which family and friends can purchase. Holiday gift sales are reported on the regular commissary sales report and will match the commissary commission rate of thirty-two percent (32%).

### **iii. Trinity Fulfillment of Orders:**

1. Inmate Commissary orders will be fulfilled from Trinity's Syracuse, NY Distribution Center located at 7196 Morgan Road, Liverpool, NY 13090.

2. Orders are picked using a pick list/invoice in accordance with Trinity's procedure for completing orders. Each order will contain a two-copy receipt that includes the inmate's name, jail number, facility, and cell location, delivery date, item description and quantity, item price, sales tax, and total cost, inmate's account balance (both before and after the sale), and any items removed from the order (with the reason for removal).

3. Invoices may also be marked with information that needs to be shared with inmates, such as menu changes, holiday item availability, and other commissary related data.

4. The first in, first out system is used for all products, and Trinity shall not sell any item that is beyond its "Best by" date or is damaged in any way.

5. All products shall be ordered from established and approved suppliers. Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable.

6. Trinity's Production Manager shall check each order to ensure that all ordered products have arrived and that all packaging is secure and intact in efforts to prevent contraband from entering the Correctional Facility.

7. Trinity will download inmate orders and pack the orders individually in a clear, plastic, heat-sealed perforated bag. Trinity shall place these bags in cardboard boxes by housing location and prepare them for delivery to inmates. Trinity shall deliver the orders in a company-marked vehicle with a uniformed Trinity driver. These trucks will be admitted to receiving areas in secured areas only by the request of Trinity and under the supervision of Correctional Facility Staff. Trinity will immediately load or unload trucks and remove them from secured areas. Delivery hours shall be from 7:30 am to 2:00pm Monday through Friday only. Correctional Facility staff will deliver orders to individual inmates in the Correctional Facility.

8. In the event of a nature related emergency or disaster situation that prevents normal service functionality, Trinity shall procure items from other warehouses, abiding by the same policies and procedures, to support Services at the Correctional Facility.

**iv. Vending:**

1. Trinity shall provide one (1) snack vending machine at no cost to be installed at the Correctional Facility. This snack vending machine will be housed in an area to be directed by the Sheriff or his designee. The vending machine must be rugged enough to withstand the correctional facility environment, including 14-gauge metal body and a Lexan glass front.
2. Trinity shall be one hundred percent (100%) responsible for complete installation. This includes network and power supply to the machine. Trinity shall coordinate this installation with the Sheriff or designee.
3. Trinity shall stock the vending machine as needed, dependent upon inmate consumption of products in the machine.
4. Inmates will be able to vend items directly from the vending machine without other assistance by inputting their assigned Inmate ID and password on a touchscreen keypad. The vending machine will automatically charge the inmate account and vend the chosen product.
5. In the event the Correctional Facility desires to obtain additional vending machines during the Term of the Agreement, Trinity agrees to provide additional vending machines at no cost to the County. These additional vending machines will be placed in accordance with the Sheriff's direction.

**v. Banking:**

1. Trinity shall provide Canteen Manager software for inmate banking services. Canteen Manager offers various features, including an Accounts Receivable Module; Bond, Saving, Property Management Modules; Release Queue Module; Fully Integrated Debit Card Release Module; Posi-Pay Module; General Ledger with Dual Posting Accounting; Full General Ledger Reporting, for any time frame; Property Management Module with full reporting; Full Debt Management; and will print all reports to Excel.
2. Trinity shall operate a secure website by which inmates' friends and family may make deposits online, as well as offer phone deposits 24/7.
3. Trinity shall offer NUMI Financial Services to provide stored value cards. Upon inmates' release, funds will be released to them on NUMI debit card.
4. Trinity shall provide Data Detective Software. This is a data mining solution whereby Correctional Facility staff will be able to search varying degrees of separation to establish links from inmate to inmate or end user to end user. Correctional Facility staff can explore data using visual maps, enabling investigators to find connections and patterns. The Correctional Facility shall have access to reports 24/7 in real time.

## **EXHIBIT C**

### **Pricing and Product Listing**

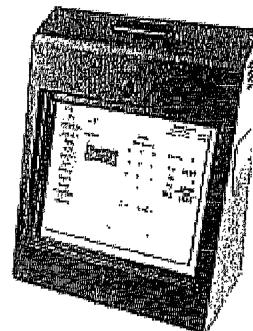
1. Products and pricing shall be determined by the Correctional Facility's designated Trinity representative, and agreed to by the County. All products shall meet standards for correctional facility sales. All products intended to be sold to inmates must be submitted to the County for inspection and approval prior to sale for safety and security purposes. Glass containers, tobacco products, and products with alcohol are prohibited and shall never be sold.
2. Listed prices of commissary items shall be guaranteed for the first (1<sup>st</sup>) year of the Agreement. Any price increases must be agreed upon by a designated representative of the County and said increase shall take effect and be implemented annually on the Agreement anniversary date.
3. The County reserves the right to add, eliminate, or restrict products on the Commissary Master List. Products include items such as food, hygiene products, electronics, music, and clothing. Trinity must also provide "correctional safe pens" and "anti-shank toothbrushes."
4. If costs increase due to causes beyond Trinity's control, including, but not limited to a change in the scope of Services, merchandise changes requested by the County, a decrease in inmate population, efforts to organize labor, or changes in Federal, State, or Local standards or regulations, Trinity may request an adjustment of its prices to reflect the impact of the change of circumstances. This change must be agreed upon by the Parties in writing prior to any change in costs taking effect.



## EXHIBIT B Kiosk Features

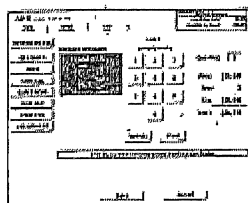
### Kiosk Technology Solutions

# "ASK" Inmate Kiosk



#### Easy Order Entry -

- Secure inmate validation with ID/PIN combination, scan wristband or fingerprint validation.
- Shopping cart makes it easy to select items.
- Simple touch screen menu allows inmate to add, edit, delete items from order.
- Product pictures to verify the items being ordered.
- Inmate available balance is always displayed.
- Inmate level restrictions prevent purchase of unauthorized items.



#### Grievance Tracker -

- A flexible messaging format makes it easy to see grievance messages and associated officer responses.
- Message Management Module gives officers control to approve/deny inmates access to grievance function and respond to grievances.
- A complete history of each grievance is maintained and easily viewed including full text, date and time.

| Officer | Inmate | Message                      | Response | Date     | Status |
|---------|--------|------------------------------|----------|----------|--------|
| 101     | 101    | Request for medical supplies | Approved | 10/15/01 | Open   |
| 102     | 102    | Request for commissary       | Approved | 10/15/01 | Open   |
| 103     | 103    | Request for commissary       | Approved | 10/15/01 | Open   |
| 104     | 104    | Request for commissary       | Approved | 10/15/01 | Open   |
| 105     | 105    | Request for commissary       | Approved | 10/15/01 | Open   |
| 106     | 106    | Request for commissary       | Approved | 10/15/01 | Open   |
| 107     | 107    | Request for commissary       | Approved | 10/15/01 | Open   |
| 108     | 108    | Request for commissary       | Approved | 10/15/01 | Open   |
| 109     | 109    | Request for commissary       | Approved | 10/15/01 | Open   |
| 110     | 110    | Request for commissary       | Approved | 10/15/01 | Open   |

#### Inmate Handbook -

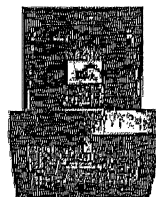
- Integrate complete Inmate Handbook on the ASK kiosk.
- Simple to follow chapter-by-chapter menu buttons.
- Clear text display, simple page navigation, easy to follow.
- Both English and Spanish options.

#### Request Module -

- Medical requests, religious service and custom requests etc entered by inmates and efficiently tracked by staff.
- Request module and Grievance module share the same "message" format to simplify message management.
- Management module tracks history and age of each request.

#### A Look Inside -

- 14 gauge custom steel enclosure
- Thin client technology
- Zero moving parts
- Scanner or fingerprint reader
- 17" screen designed for high threat environments
- Secure locking system



#### Turnkey Solutions -

Trinity specializes in creating interfaces with JMS and banking systems. Trinity can provide a robust banking system or we can work with your technical team to integrate ASK with your own banking programs.

#### Zero Downtime -

Trinity's goal is 100% reliability in the field. No system is perfect, but that does not stop us from trying! The ASK kiosks are built with the highest quality components and thin client technology.



**TRINITY SERVICES  
GROUP**

5. Commissary Master List:

| ITEM # | DESCRIPTION                                                     | PRICE  |
|--------|-----------------------------------------------------------------|--------|
| 0001   | CRAWFORD SHAMPOO BALSAM & PROTEIN 4 OZ                          | \$1.45 |
| 0002   | CRAWFORD CONDITIONER BALSAM & PROTEIN 4 OZ                      | \$1.45 |
| 0010   | ALBERTO VO5 SHAMPOO EXTRA BODY 12.5 OZ                          | \$3.50 |
| 0011   | ALBERTO VO5 CONDITIONER EXTRA BODY 12.5 OZ                      | \$3.50 |
| 0040   | SOFTEE HAIR FOOD W/VIT E 5 OZ CLEAR JAR                         | \$2.25 |
| 0050   | SOFTEE HAIR DRESS BERGAMOT 5 OZ CLEAR JAR BLUE                  | \$2.25 |
| 0051   | SOFTEE CONDITIONER BERGAMOT 5 OZ CLEAR JAR GREEN                | \$2.25 |
| 0054   | ELEMENTZ GEL FIRM HOLD 15 OZ                                    | \$2.95 |
| 0101   | POWER UP ANTIPERSPIRANT DEODORANT BLOOM 2 OZ                    | \$3.35 |
| 0107   | POWER UP DEODORANT DRIVE 2.5 OZ                                 | \$2.75 |
| 0116   | SUAVE ANTIPERSPIRANT DEODORANT POWDER 1.4 OZ                    | \$2.35 |
| 0121   | FRESHSCENT ANTIPERSPIRANT DEODORANT ROLL ON ALCOHOL FREE 1.5 OZ | \$0.95 |
| 0147   | POWER UP ANTIPERSPIRANT DEODORANT DRIVE 2.5 OZ                  | \$3.25 |
| 0200   | NEW DAY BABY POWDER CORNSTARCH 4 OZ                             | \$1.55 |
| 0205   | FRESHSCENT BABY OIL 4 OZ                                        | \$1.70 |
| 0210   | CRAWFORD LOTION SKIN CARE 4 OZ                                  | \$0.85 |
| 0212   | INFUZED LOTION DLY BDY COCONUT LIME 15 OZ                       | \$3.00 |
| 0214   | INFUZED LOTION COCOA SHEA BODY 15 OZ                            | \$3.00 |
| 0215   | CRAWFORD LOTION COCOA BUTTER 4 OZ                               | \$0.95 |
| 0216   | WOLTRA COCOA BUTTER STICK 100% 1 OZ                             | \$2.30 |
| 0221   | NEW DAY PETROLEUM JELLY 3.75 OZ CLEAR JAR                       | \$2.25 |
| 0235   | SUAVE LOTION ADVANCED W/MULTI VITAMIN 10 OZ                     | \$3.95 |
| 0240   | HERITAGE SKIN CREAM FACIAL CLEANSE GREASELESS 4.5 OZ TUBE       | \$2.50 |
| 0249   | GOODSENSE HYDROCORTISONE CREAM ANTI ITCH 1% 1 OZ                | \$3.25 |
| 0273   | CHAPET LIP BALM REGULAR FLAVOR .16 OZ BLISTER CARD              | \$1.40 |
| 0320   | MAGIC SHAVE SHAVE CREAM REGULAR 6 OZ                            | \$6.10 |
| 0331   | PROTECTION SHAVE CREAM BRUSHLESS 7 OZ                           | \$3.00 |
| 0350   | PROTECTION AFTER SHAVE GEL 7 OZ                                 | \$3.00 |
| 0357   | ELEMENTZ SHAMPOO DAILY 15 OZ                                    | \$3.25 |
| 0358   | ELEMENTZ CONDITIONER ALMOND/SHEA 15 OZ                          | \$3.25 |
| 0361   | ELEMENTZ BODY WASH 3 IN 1 COCO LIME 15 OZ                       | \$3.50 |

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|------|-----------------------------------------------------|--------|
| 0362 | ELEMENTZ SHAMPOO DANDRUFF ALMOND SHEA 15 OZ         | \$3.25 |
| 0397 | NEXT 1 SOAP COCOA BUTTER BAR 5 OZ                   | \$1.40 |
| 0424 | NEXT 1 SOAP MOISTURIZING BAR 5 OZ                   | \$1.40 |
| 0426 | NEXT 1 SOAP ANTIBACTERIAL SPORT BAR 5 OZ            | \$1.40 |
| 0444 | NEUTRAGENA SOAP FACIAL BAR 3.5 OZ                   | \$6.00 |
| 0489 | KAPPA BOOKS PUZZLE BOOK WORDFIND ASSORTMENT         | \$2.85 |
| 0490 | AMERICAN COMB SOAP DISH HINGED                      | \$0.75 |
| 0492 | KAPPA BOOKS BOOK CROSSWORD PUZZLE EA                | \$2.85 |
| 0500 | PERCARA MOUTHWASH ORAL HEALTH RINSE 8 OZ            | \$1.85 |
| 0530 | COOL WAVE TOOTHPASTE GEL FRESH MINT 4 OZ            | \$2.50 |
| 0551 | TEK TOOTHBRUSH PRO MEDIUM                           | \$0.95 |
| 0557 | NEW WORLD IMPORTS TOOTHBRUSH ANTISHANK              | \$0.20 |
| 0573 | MOORE MEDICAL ANTACID TABLETS 420 MG 2 PK           | \$0.40 |
| 0580 | BECKER GLOVE TOOTHBRUSH HOLDER 2 PIECE              | \$0.75 |
| 0581 | GEN NON ASPIRIN EXTRA STRENGTH 500 MG 2 PK          | \$0.40 |
| 0583 | MOORE MEDICAL IBUPROFEN 200 MG 2 PK                 | \$0.40 |
| 0591 | FRESHMINT DENTURE TABLET 40 CT                      | \$0.15 |
| 0595 | EFFERGRIP DENTURE ADHESIVE 2.5 OZ BOX               | \$4.95 |
| 0642 | ROLAIDS ANTACID REGULAR STRENGTH                    | \$1.65 |
| 0652 | CAREALL OINTMENT TRIPLE ANTIBIOTIC 1 OZ             | \$3.50 |
| 0680 | MASON NATURALS MULTIVITAMIN NO IRON 100 CT          | \$3.95 |
| 0760 | NEW DAY COTTON SWAB 100 CT                          | \$1.45 |
| 0800 | NEW WORLD IMPORTS COMB 5 IN                         | \$0.10 |
| 0815 | HOT WAVES MILITARY BRUSH NO HANDLE                  | \$1.55 |
| 0820 | CARDINAL HAIR BRUSH VENT BLACK                      | \$1.75 |
| 0825 | CARDINAL AFRO PIK NYLON                             | \$0.50 |
| 0855 | J & D PONY OH TERRY CLOTH                           | \$0.15 |
| 1001 | POSTAGE STAMPED ENV LARGE                           | \$0.69 |
| 1030 | BIC PEN ROUND STICK BLUE                            | \$0.35 |
| 1033 | BIC PEN ROUND STICK BLACK                           | \$0.35 |
| 1060 | TOPS PAPER RULED PAD 8.5 X 11 50 SHEET 50/PD WHITE  | \$1.50 |
| 1061 | TOPS PAPER RULED PAD 8.5 X 11 50 SHEET 50/PD YELLOW | \$1.50 |
| 1068 | JUSTICE PACKAGING PEN SECURITY BLACK                | \$0.45 |
| 1070 | TOPS PAPER SKETCH PAD 8.5 X 11 50 SHEET 50/PD WHITE | \$1.95 |

|      |                                                     |         |
|------|-----------------------------------------------------|---------|
| 1073 | GEN FILE FOLDER 1 UNIT                              | \$0.30  |
| 1075 | NEW WORLD IMPORTS PENCIL GOLF TYPE                  | \$0.15  |
| 1077 | QUILL PENCIL #2 W/ERASER                            | \$0.25  |
| 1080 | ROSE ART COLORED PENCILS 24 CT 3.5 IN               | \$3.25  |
| 1085 | SANFORD ERASER BEVELED PINK                         | \$0.90  |
| 1086 | WEBSTER DICTIONARY POCKET                           | \$3.50  |
| 1148 | AMERICAN BIBLE SOCEITY BIBLE SPANISH REINA          | \$11.50 |
| 1150 | ABBOTT CHURCH GOODS BIBLE KING JAMES VERSION        | \$11.50 |
| 1151 | QURAN MEANING OF SOFT COVER                         | \$26.00 |
| 1157 | JUSTICE PACKAGING PEN SECURITY BLUE                 | \$0.45  |
| 1166 | GPX EARBUD GPX CLEAR EARBUDS EA CLEAR               | \$3.50  |
| 1206 | ION3 BATTERIES AAA ALK                              | \$0.90  |
| 1213 | ION3 BATTERIES AA ALK                               | \$0.90  |
| 1249 | GPX RADIO DIGITAL AM FM                             | \$19.00 |
| 1300 | AVIATOR PLAYING CARDS POKER                         | \$2.45  |
| 1305 | AVIATOR PLAYING CARDS PINOCHLE                      | \$2.45  |
| 1400 | GEN BOWL W/LID 24 OZ                                | \$1.35  |
| 1411 | GEN COFFEE CUP W/HANDLE 12 OZ                       | \$1.35  |
| 1417 | SUBURBAN INDUSTRIAL SPOON ALL PURPOSE 5.87 IN       | \$0.09  |
| 1450 | CRAWFORD FLIP FLOP CROSS STRAP SMALL                | \$1.60  |
| 1451 | CRAWFORD FLIP FLOP CROSS STRAP MEDIUM               | \$1.60  |
| 1452 | CRAWFORD FLIP FLOP CROSS STRAP LARGE                | \$1.60  |
| 1505 | ANDREW SCOTT SHIRT CREWNECK MEDIUM EA WHITE MENS    | \$3.95  |
| 1506 | ANDREW SCOTT SHIRT CREWNECK LARGE EA WHITE MENS     | \$3.95  |
| 1507 | ANDREW SCOTT SHIRT CREWNECK XL EA WHITE MENS        | \$3.95  |
| 1508 | ANDREW SCOTT SHIRT CREWNECK 2XL EA WHITE MENS       | \$5.50  |
| 1509 | ANDREW SCOTT SHIRT CREWNECK 3XL EA WHITE MENS       | \$6.50  |
| 1515 | ANDREW SCOTT BRIEF MEDIUM EA WHITE MENS             | \$3.00  |
| 1516 | ANDREW SCOTT BRIEF LARGE 36-38 EA WHITE MENS        | \$3.00  |
| 1517 | ANDREW SCOTT BRIEF XL 40-42 EA WHITE MENS           | \$3.00  |
| 1540 | SOFT TOUCH SOCKS TUBE EA WHITE                      | \$1.80  |
| 1551 | INDERA MILLS SHIRT THERMAL MEDIUM BULK PKED NATURAL | \$6.95  |
| 1552 | INDERA MILLS SHIRT THERMAL LARGE BULK PKED NATURAL  | \$6.95  |
| 1553 | INDERA MILLS SHIRT THERMAL XL BULK PKED NATURAL     | \$6.95  |

|      |                                                           |         |
|------|-----------------------------------------------------------|---------|
| 1554 | INDERA MILLS SHIRT THERMAL 2XL BULK PKED NATURAL          | \$8.25  |
| 1555 | INDERA MILLS SHIRT THERMAL 3XL BULK PKED NATURAL          | \$8.25  |
| 1561 | INDERA MILLS DRAWERS THERMAL MEDIUM BULK PKED NATURAL     | \$6.95  |
| 1562 | INDERA MILLS DRAWERS THERMAL LARGE BULK PKED NATURAL      | \$6.95  |
| 1563 | INDERA MILLS DRAWERS THERMAL XL BULK PKED NATURAL         | \$6.95  |
| 1564 | INDERA MILLS DRAWERS THERMAL 2XL BULK PKED NATURAL        | \$8.25  |
| 1582 | GILDAN SWEATSHIRT CREWNECK MEDIUM FLEECE EA ASH MENS      | \$12.99 |
| 1583 | GILDAN SWEATSHIRT CREWNECK LARGE FLEECE EA ASH MENS       | \$12.99 |
| 1584 | GILDAN SWEATSHIRT CREWNECK XL FLEECE EA ASH               | \$12.99 |
| 1585 | GILDAN SWEATSHIRT CREWNECK 2XL FLEECE EA ASH              | \$16.99 |
| 1586 | GILDAN SWEATSHIRT CREWNECK 3XL EA ASH                     | \$16.99 |
| 1625 | MANHATTAN HOSIERY SPORTS BRA SMALL SZ 32 EA WHITE WOMENS  | \$4.95  |
| 1626 | MANHATTAN HOSIERY SPORTS BRA MEDIUM SZ 34 EA WHITE WOMENS | \$4.95  |
| 1627 | MANHATTAN HOSIERY SPORTS BRA LARGE SZ 36 EA WHITE WOMENS  | \$4.95  |
| 1628 | MANHATTAN HOSIERY SPORTS BRA XL SZ 38 EA WHITE WOMENS     | \$4.95  |
| 1665 | HANES BRIEF SZ 10 3 PK ASSORTED PASTEL WOMENS             | \$3.00  |
| 1875 | CRAWFORD SHOWER SHOE DELUXE MEDIUM SZ 8                   | \$4.00  |
| 2000 | KEEFE FREEZE DRIED COFFEE SS .053 OZ                      | \$0.40  |
| 2001 | KEEFE COFFEE INSTANT 4.5 OZ                               | \$4.35  |
| 2006 | NESCAFE TASTERS CHOICE COFFEE DECAF STICK 1.7 G           | \$0.50  |
| 2014 | KEEFE DRINK MIX FRENCH VANILLA CAPPUCCINO .81 OZ          | \$0.60  |
| 2015 | KEEFE FREEZE DRIED COFFEE COLOMBIAN 3 OZ                  | \$3.95  |
| 2021 | PARAMOUNT CREAMER NON-DAIRY 8 OZ                          | \$2.40  |
| 2035 | GEN SALT 10 PK                                            | \$0.40  |
| 2036 | GEN SPICE PEPPER 10 PK                                    | \$0.40  |
| 2038 | MAXWELL HOUSE COFFEE DARK ROAST ESPRESSO 4 OZ             | \$5.20  |
| 2070 | KEEFE HOT COCOA SS .8 OZ                                  | \$0.50  |
| 2081 | GEN SUGAR 1 SRV                                           | \$0.08  |
| 2100 | COOL-OFF DRINK MIX ORANGE BULK                            | \$0.25  |
| 2105 | COOL-OFF DRINK MIX TEA BULK                               | \$0.25  |
| 2110 | COOL-OFF DRINK MIX FRUIT PUNCH BULK                       | \$0.25  |
| 2120 | COOL-OFF DRINK MIX LEMONADE BULK                          | \$0.25  |
| 2216 | SWEET MATE SWEETENER PINK 3.5 OZ 100/BX                   | \$3.70  |
| 2283 | KEEFE COFFEE COLOMBIAN BLEND 3 OZ                         | \$3.25  |

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|------|-----------------------------------------------------------|--------|
| 2300 | TANG INST BREAKFAST DRINK 6 OZ 3                          | \$2.70 |
| 2310 | CTRY TIME DRINK MIX LEMONADE 6 OZ                         | \$2.70 |
| 2311 | KOOL AID DRINK MIX GRAPE 6 OZ                             | \$2.70 |
| 2330 | KOOL AID DRINK MIX TROPICAL PUNCH 6 OZ                    | \$2.70 |
| 2334 | KOOL AID DRINK MIX CHERRY 6 OZ                            | \$2.70 |
| 2437 | QUAKER ORIGINAL FLAVOR                                    | \$0.60 |
| 2438 | QUAKER OATMEAL MAPLE BROWN SUGAR                          | \$0.60 |
| 2594 | DOLLY MADISON CUPCAKES CHOC 3.17 OZ                       | \$1.60 |
| 2596 | MADE W/PHILLY CREAM CHEESE W/JALAPENOS 2 OZ               | \$2.00 |
| 2615 | BRUSHY CREEK SUMMER SAUSAGE REGULAR 1.625 OZ              | \$1.45 |
| 2624 | BRUSHY CREEK TURKEY SUMMER SAUSAGE HONEY BROWN SUGAR 5 OZ | \$3.50 |
| 2651 | 7 DAYS CROISSANT CHOC 2.65 OZ                             | \$1.85 |
| 2652 | 7 DAYS CROISSANT VANILLA 2.65 OZ                          | \$1.85 |
| 2654 | 7 DAYS CROISSANT STRAWBERRY VANILLA 2.65 OZ               | \$1.85 |
| 2655 | 7 DAYS BAGEL CHIPS ROASTED GARLIC 3.17 OZ                 | \$2.00 |
| 2664 | VELVEETA MACARONI & CHEESE ORIGINAL 3 OZ                  | \$1.65 |
| 2717 | SEVILLA RICE SPICY SPANISH W/CHEESE 2 OZ                  | \$1.30 |
| 2737 | FRITOS CORN CHIPS CHILI CHEESE 2 OZ                       | \$1.05 |
| 3004 | MARKET SQUARE COOKIES PEANUT BUTTER CREMES 6 OZ           | \$1.50 |
| 3020 | OREO COOKIES 2.4 OZ                                       | \$1.15 |
| 3030 | MARKET SQUARE COOKIES VANILLA CREMES 6 OZ                 | \$1.50 |
| 3031 | MARKET SQUARE COOKIES ORANGE PINEAPPLE CREMES 6 OZ        | \$1.50 |
| 3035 | MARKET SQUARE COOKIES CHOC CHIP 6 OZ                      | \$1.50 |
| 3039 | GAMESA MARIAS COOKIES 4.94 OZ                             | \$1.30 |
| 3040 | MARKET SQUARE COOKIES ICED OATMEAL 6 OZ                   | \$1.50 |
| 3045 | MARKET SQUARE COOKIES DUPLEX CREMES 6 OZ                  | \$1.50 |
| 3107 | GOLDEN VALLEY CRACKERS SALTINE 16 OZ                      | \$3.10 |
| 3114 | GOLDEN VALLEY CRACKERS SNACK 13.7 OZ                      | \$3.75 |
| 3115 | CHEEZ-IT CRACKERS 1.5 OZ                                  | \$0.90 |
| 3175 | KELLOGGS POP TARTS TOASTER PASTRIES SMORES 3.38 OZ        | \$1.20 |
| 3192 | MARKET SQUARE CAKE CREAM CHEESE 4 OZ                      | \$1.40 |
| 3193 | KELLOGGS TOASTER PASTRIES STRAWBERRY 3.38 OZ              | \$1.20 |
| 3203 | PAINTED COW CREAM CHEESE PLAIN 2 OZ                       | \$1.40 |
| 3222 | AUSTIN SANDWICH CRACKERS TOASTED PB                       | \$0.60 |

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|------|------------------------------------------------------|--------|
| 3227 | MARKET SQUARE HONEY BUN CHOC ICED 5 OZ               | \$1.40 |
| 3230 | MARKET SQUARE PEANUT BUTTER WAFER 2PK 12 OZ          | \$0.80 |
| 3231 | MARKET SQUARE SNACK CAKE OATMEAL & CRÈME             | \$0.60 |
| 3236 | MARKET SQUARE CAKE SWISS ROLL                        | \$0.80 |
| 3245 | MARKET SQUARE DONUT STICKS                           | \$0.80 |
| 3274 | MARKET SQUARE MONSTER HONEY BUN ICED 6 OZ            | \$1.30 |
| 3279 | KELLOGGS FRUIT SNACK MIXED BERRIES 2.5 OZ            | \$1.25 |
| 3309 | KELLOGGS RICE KRISPIE ORIGINAL 1.3 OZ                | \$1.10 |
| 3581 | BRUSHY CREEK SUMMER SAUSAGE HOT & SPICY 1.625 OZ     | \$1.50 |
| 3584 | BRUSHY CREEK SUMMER SAUSAGE HOT & SPICY 5 OZ         | \$3.65 |
| 3585 | BRUSHY CREEK SUMMER SAUSAGE REGULAR 5 OZ             | \$3.65 |
| 3656 | 7 DAYS BAGEL CHIPS SEA SALT 3.17 OZ                  | \$2.00 |
| 3679 | GOODSENSE COUGH DROPS SF BLACK CHERRY 25 CT          | \$2.95 |
| 3692 | GOODSENSE CONTACT SOLUTION MULTIPURPOSE NO RUB 12 OZ | \$5.75 |
| 3820 | CRAWFORD FLIP FLOP CROSS STRAP XL                    | \$1.60 |
| 3843 | GILDAN BOXER COTTON MEDIUM WHITE MENS                | \$3.85 |
| 3844 | GILDAN BOXER COTTON LARGE WHITE MENS                 | \$3.85 |
| 3845 | GILDAN BOXER XL WHITE                                | \$3.85 |
| 3846 | GILDAN BOXER 2XL WHITE                               | \$3.85 |
| 3847 | PLAYERS BOXER 3XL WHITE MENS                         | \$4.24 |
| 3854 | CRAWFORD SHOWER SHOE DELUXE SMALL SZ 7               | \$4.50 |
| 3856 | CRAWFORD SHOWER SHOE DELUXE LARGE SZ 9 3             | \$4.50 |
| 3857 | CRAWFORD SHOWER SHOE DELUXE XL SZ 10                 | \$4.50 |
| 3858 | CRAWFORD SHOWER SHOE DELUXE 2XL SZ 11                | \$4.50 |
| 4015 | NESTLE CRUNCH CANDY BAR 1.55 OZ                      | \$1.25 |
| 4019 | ATKINSON CANDY CHICK-O-STICK .7 OZ                   | \$0.45 |
| 4031 | TWIX CANDY BAR REGULAR 1.79 OZ                       | \$1.25 |
| 4035 | HERSHEY REESES CANDY BAR PEANUT BUTTER CUPS 1.5 OZ   | \$1.25 |
| 4039 | KIT KAT CANDY BAR 1.5 OZ                             | \$1.25 |
| 4041 | SNACK CAKE VANILLA ZINGERS 3.81 OZ                   | \$1.75 |
| 4044 | DOLLY MADISON DONUTS POWDERED SUGAR 3 OZ             | \$1.50 |
| 4046 | MARS M&M PEANUT 5.3 OZ                               | \$3.75 |
| 4047 | MARS M&M PLAIN 5.3 OZ                                | \$3.75 |
| 4048 | DOLLY MADISON DONUTS GLAZED 3.7 OZ                   | \$1.50 |

|      |                                                 |        |
|------|-------------------------------------------------|--------|
| 4049 | HOSTESS PIE APPLE 4.5 OZ                        | \$1.50 |
| 4056 | SQUEEZUM PEANUT BUTTER SQUEEZE 2 OZ             | \$1.59 |
| 4080 | MARS SNICKERS MINIATURES 4.4 OZ                 | \$3.75 |
| 4081 | HERSHEY CANDY BAR MINIATURES 5.3 OZ             | \$3.75 |
| 4100 | SATHERS CANDY BUTTERSCOTCH DISCS 4.25 OZ        | \$1.50 |
| 4115 | CORNER STORE CANDY RED LICORICE BITES 4 OZ      | \$1.60 |
| 4120 | SATHERS CANDY ROOT BEER BARRELS 4.25 OZ         | \$1.50 |
| 4135 | HERSHEY JOLLY RANCHER CANDY ASSORTED 3.7 OZ     | \$1.60 |
| 4145 | SATHERS CANDY STAR BRITES 3.75 OZ               | \$1.50 |
| 4146 | ATOMIC FIREBALL CANDY 3 OZ                      | \$1.50 |
| 4150 | CORNER STORE CANDY SOUR FRUIT BALLS 4.25 OZ     | \$1.50 |
| 4155 | CORNER STORE CANDY SF WILD FRUIT 1.75 OZ        | \$1.50 |
| 4168 | LEMONHEADS REDRIFIC 4 OZ                        | \$1.50 |
| 4185 | CLOVERHILL DANISH APPLE 4.25 OZ                 | \$1.50 |
| 4278 | SEVILLA SAZON 1.5 OZ                            | \$1.50 |
| 4310 | MILKY WAY CANDY BAR MINI 3 OZ                   | \$2.25 |
| 4383 | BRUSHY CREEK PINTO BEANS SEASONED 10 OZ         | \$2.60 |
| 4384 | BRUSHY CREEK KIDNEY BEANS SEASONED 10 OZ        | \$2.60 |
| 4396 | QUAKER GRANOLA BAR MAPLE BROWN SUGAR 1.26 OZ    | \$0.90 |
| 4429 | MARKET SQUARE WAFER SF STRAWBERRY CREME 2.75 OZ | \$1.30 |
| 4431 | CLOVERHILL CHEESE DANISH STRAWBERRY 4.25 OZ     | \$1.50 |
| 4863 | DORITOS TORTILLA CHIPS COOL RANCH 1.75 OZ       | \$0.95 |
| 5587 | CRESCENT IMPORTS KUFU CAP CROCHET EA WHITE      | \$9.95 |
| 6013 | MARUCHAN RAMEN CAJUN CHICKEN 3 OZ               | \$0.86 |
| 6026 | MARUCHAN RAMEN CHILI 3 OZ                       | \$0.86 |
| 6046 | MARUCHAN RAMEN CHICKEN 3 OZ                     | \$0.86 |
| 6048 | MARUCHAN RAMEN BEEF 3 OZ                        | \$0.86 |
| 6050 | KEEFE KITCHENS RICE INST WHITE 8 OZ             | \$2.00 |
| 6051 | KEEFE KITCHENS RICE INST BROWN 6.5 OZ           | \$1.95 |
| 6052 | MARUCHAN RAMEN HOT & SPICY VEGETABLE 3 OZ       | \$0.86 |
| 6053 | MARUCHAN RAMEN CAJUN SHRIMP 3 OZ                | \$0.86 |
| 6059 | MARUCHAN RAMEN SHRIMP 3 OZ                      | \$0.86 |
| 6065 | MARUCHAN RAMEN CHICKEN LOW SODIUM 3 OZ          | \$0.86 |
| 6066 | MARUCHAN RAMEN BEEF LOW SODIUM 3 OZ             | \$0.86 |



|      |                                                     |        |
|------|-----------------------------------------------------|--------|
| 6067 | MARUCHAN RAMEN CHILI LOW SO 3 OZ                    | \$0.86 |
| 6074 | FRESH CATCH MACKEREL FILLETS IN BRINE 3.53 OZ       | \$2.40 |
| 6079 | THE WHOLE SHABANG POTATO CHIPS ORIGINAL 1.5 OZ      | \$1.05 |
| 6083 | MOON LODGE POPCORN WHITE CHEDDAR 5 OZ               | \$2.45 |
| 6100 | MOON LODGE POTATO CHIPS REGULAR 1.5 OZ              | \$1.05 |
| 6102 | MOON LODGE POTATO CHIPS STUFFED JALAPENO 1.5 OZ     | \$1.05 |
| 6105 | MOON LODGE POTATO CHIPS BBQ 1.5 OZ                  | \$1.05 |
| 6106 | SNYDERS MINI PRETZELS 1.5 OZ                        | \$1.05 |
| 6114 | ANDY CAPPS HOT FRIES ORIGINAL 0.85 OZ               | \$0.85 |
| 6120 | CACTUS ANNIES TORTILLA CHIPS NACHO CHEESE 1.5 OZ    | \$1.05 |
| 6126 | MOON LODGE POTATO CHIPS SOUR CREAM & ONION 1.5 OZ   | \$1.05 |
| 6127 | CACTUS ANNIES PORK RINDS HOT & SPICY 2 OZ           | \$1.50 |
| 6150 | CACTUS ANNIES TORTILLA CHIPS NACHO CHEESE 10 OZ     | \$3.00 |
| 6153 | ML POTATO CHIPS BUFFALO WING BLUE CHEESE 1.5 OZ     | \$1.05 |
| 6154 | DORITOS TORTILLA CHIPS NACHO CHEESE 1.75 OZ         | \$1.05 |
| 6155 | CACTUS ANNIES CORN CHIPS REGULAR 13 OZ              | \$3.50 |
| 6159 | CHEETOS CHEESE CRUNCHY FLAMIN HOT 1.75 OZ           | \$1.05 |
| 6167 | CHEETOS CHEESE CRUNCHY 2 OZ                         | \$1.05 |
| 6173 | BRUSHY CREEK CHILI W/BEANS 11.25 OZ                 | \$4.50 |
| 6174 | BRUSHY CREEK CHILI HOT W/BEANS 11.25 OZ             | \$4.50 |
| 6179 | FRESH CATCH SARDINES SOYBEAN OIL 3.53 OZ            | \$2.40 |
| 6190 | FRESH CATCH FISH STEAKS GREEN CHILIS IN OIL 3.53 OZ | \$2.40 |
| 6191 | FRESH CATCH SALMON FLAKES IN WATER 3.53 OZ          | \$2.40 |
| 6195 | BRUSHY CREEK PREMIUM CHICKEN BREAST DICED 4.5 OZ    | \$5.25 |
| 6201 | MOON LODGE MICROWAVE POPCORN EXTRA BUTTER 2.8 OZ    | \$1.10 |
| 6212 | KING NUT SNACK MIX CAJUN 3.5 OZ                     | \$1.50 |
| 6213 | KING NUT SNACK MIX HEALTHY 3.25 OZ                  | \$1.50 |
| 6217 | KING NUT SNACK MIX TROPICAL 4 OZ                    | \$1.50 |
| 6263 | SQUEEZUM MUSTARD REGULAR 4.5 G 12EA/ST              | \$0.80 |
| 6264 | SQUEEZUM KETCHUP REGULAR 9 G 12EA/ST                | \$0.90 |
| 6300 | OBRIENS BEEF STICK HICKORY SMOKED 1.125 OZ          | \$1.30 |
| 6320 | OBRIENS MEAT BEEF & CHEDDAR STICK 1.125 OZ          | \$1.35 |
| 6345 | MALT O MEAL CEREAL RAISIN BRAN 1.25 OZ              | \$0.80 |
| 6349 | CACTUS ANNIES PARTY MIX WHOLE ENCHILADA 11 OZ       | \$3.00 |

|      |                                                        |        |
|------|--------------------------------------------------------|--------|
| 6358 | SQUEEZUM HONEY SWEET 9 G 10 PK                         | \$2.25 |
| 6400 | QUAKER GRANOLA BAR CHOC CHIP 6.72 OZ                   | \$1.00 |
| 6412 | SQUEEZUM JELLY GRAPE 1 OZ                              | \$0.45 |
| 6421 | KRAFT SALAD DRESSING RANCH 1.5 OZ                      | \$1.00 |
| 6428 | CACTUS ANNIES CHEESE CHEDDAR 2 OZ                      | \$2.00 |
| 6429 | CACTUS ANNIES CHEESE JALAPENO 2 OZ                     | \$1.78 |
| 6430 | MALT O MEAL CEREAL FROSTED FLAKES 1 OZ                 | \$0.90 |
| 6432 | MALT O MEAL CEREAL TOOTIE FRUITIES .75 OZ              | \$0.90 |
| 6449 | CITY COW CHEESE BAR HOT PEPPER 4 OZ                    | \$2.60 |
| 6500 | VAN HOLTEN PICKLE HOT PICKLE 9.6 OZ                    | \$1.60 |
| 6501 | GEN PICKLE MILD DILL 9.6 OZ                            | \$1.60 |
| 6507 | TX TITOS JALAPENO PEPPERS SS SLICED 1 OZ               | \$0.65 |
| 6515 | SQUEEZUM MAYONNAISE REGULAR 9 G PK=STRIP, 12EA/PK      | \$0.40 |
| 6543 | CITY COW CHEESE BAR PROVOLONE 4 OZ                     | \$2.70 |
| 6600 | CACTUS ANNIES TORTILLAS FLOUR 8 OZ 6CT 8 IN            | \$2.00 |
| 6606 | MOON LODGE PEANUTS ROASTED & SALTED 1.75 OZ            | \$0.95 |
| 6607 | MOON LODGE PEANUTS HOT HOT HOT 1.75 OZ                 | \$0.95 |
| 6610 | GOLDEN VALLEY BAGEL PLAIN 4 OZ                         | \$1.10 |
| 6612 | GOLDEN VALLEY BAGEL CINNAMON RAISIN 4 OZ               | \$1.10 |
| 6710 | SEVILLA BEANS & RICE CHILI FLAVOR 4.4 OZ               | \$1.50 |
| 6711 | SEVILLA BEANS & RICE HOT CHILI FLAVOR 4.4 OZ           | \$1.50 |
| 6721 | FRESH CATCH FISH STEAKS IN LA HOT 3.53 OZ              | \$2.35 |
| 6826 | FRESH CATCH CHUNKLIGHT TUNA IN WATER 4.23 OZ           | \$3.25 |
| 6869 | THE WHOLE SHABANG POTATO CHIPS EXTREME RIPPLE 1.5 OZ   | \$1.05 |
| 7165 | MANHATTAN HOSIERY SPORTS BRA 2XL SZ 40 EA WHITE WOMENS | \$8.25 |
| 8211 | HANES BRIEF SZ 9 PASTEL WOMENS                         | \$3.00 |

**EXHIBIT D**

**General Costs and Fees for Equipment**

| <u>Description</u>                              | <u>Amount</u> |
|-------------------------------------------------|---------------|
| Kiosk--Cost                                     | <u>\$0</u>    |
| Kiosk--Installation                             | <u>\$0</u>    |
| Kiosk--Maintenance                              | <u>\$0</u>    |
| Kiosk—Miscellaneous Costs                       | <u>\$0</u>    |
| Tablet—Cost                                     | <u>\$0</u>    |
| Tablet –Maintenance                             | <u>\$0</u>    |
| Tablet—Miscellaneous Costs                      | <u>\$0</u>    |
| Vending—Cost                                    | <u>\$0</u>    |
| Vending –Maintenance                            | <u>\$0</u>    |
| Vending—Miscellaneous Costs                     | <u>\$0</u>    |
| Computer Terminals—Cost                         | <u>\$0</u>    |
| Computer Terminals— Maintenance                 | <u>\$0</u>    |
| Computer Terminals—Miscellaneous Costs          | <u>\$0</u>    |
| Printers—Cost                                   | <u>\$0</u>    |
| Printers—Maintenance                            | <u>\$0</u>    |
| Printers—Miscellaneous Costs                    | <u>\$0</u>    |
| Other Supplies                                  | <u>\$0</u>    |
| Operating Costs<br>(fuel, maintenance, mileage) | <u>\$0</u>    |
| Other Expenses<br>(training, membership)        | <u>\$0</u>    |
| Miscellaneous Costs or Expenses                 | <u>\$0</u>    |
| Adm. & Supervision                              | <u>\$0</u>    |

Accounting/Audit \$0

Other Fees \$0

**Commission to the**  
**County on Inmate Purchases:** 32 %

## EXHIBIT E

### Standard Contract Clauses Addendum

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
  - b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
    - i. The Contractor certifies that it and its principals:
      - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
      - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
      - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
      - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
    - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
  - c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
    - i. The Contractor will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent

with the requirements of the Rehabilitation Act of 1973, as amended; or

- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

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

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

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

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

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- i. Establish policies and procedures, in written or electronic form, that



are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

- ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

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

#### 5. NON-ASSIGNMENT CLAUSE.

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

#### 6. WORKER'S COMPENSATION BENEFITS.

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

## 7. NON-DISCRIMINATION REQUIREMENTS.

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

## 8. WAGE AND HOURS PROVISIONS.

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

## 9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

#### 10. RECORDS.

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

#### 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

#### 12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term

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

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

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

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

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

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



# ONEIDA COUNTY DIVISION OF BUDGET

ANTHONY J. PICENTE, JR.

County Executive

Thomas B. Keeler

Budget Director

TKeeler@ocgov.net

April 5, 2021

FN 20 21-134

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

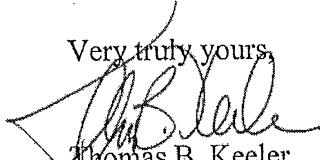
Oneida County received notice from the NYS Office of Indigent Legal Services that the County's application for an extension of time was granted. This award is for the three-year distribution of funds for program support known as, Distribution # 6. Distribution # 6 is a continuation of Distribution # 3, which was a continuation of Distribution # 1. To date, all the distributions have been extended due to the distributions never starting on time. Distribution #6 technically was to start January 1, 2016 but Oneida County did not receive an executed copy of the contract until July 8, 2020, which is the date the Director of OILS signed the contract.

This one-year extension will allow the County to receive reimbursement for expenses incurred through December 31, 2021.

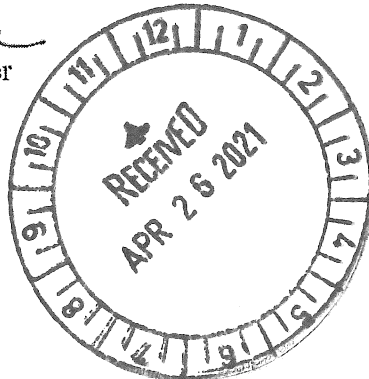
At this time, I respectfully request your approval of this extension for the OILS Distribution #6 grant, and if you agree, please forward to the Board of Legislators for action at the next regularly scheduled meeting.

Thank you for your consideration.


Very truly yours,

  
Thomas B. Keeler  
Budget Director

Encl.



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

  
Anthony J. Picente, Jr.  
County Executive

Date 4-26-21



Oneida Co. Department: Budget

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

NYS Office of Indigent Legal Services  
A.E. Smith Building, 11<sup>th</sup> Floor  
80 South Swan Street  
Albany, New York 12210

**Title of Activity or Service:**

Indigent Defense Services

**Proposed Dates of Operation:**

January 1, 2016 to December 31, 2021  
*(This is an extension to Distribution #6  
Required due to delays at the State.)*

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

Oneida County residents

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** This award is granted for support for annual program initiatives in this state-mandated plan to provide legal representation for indigent parties.
- 2) **Program/Service Objectives and Outcomes:** Funds will be distributed to the Public Defender offices (Criminal and Civil) to support program staff expenses.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$538,146.00

**Account #** A1170, A1173

**Oneida County Dept. Funding Recommendation:** \$538,146.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This award contract was received late from NY State and is just now available for County approval.

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

|                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>CURRENT CONTRACT TERM:</b><br/>                 From: <b>January 1, 2016</b><br/>                 To: <b>December 31, 2020</b></p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p><b>AMENDED TERM:</b><br/>                 From: January 1, 2016 To: December 31, 2021</p> <p><b>AMENDED PERIOD:</b><br/>                 From: January 1, 2021 To: December 31, 2021</p> | <p><b>CONTRACT FUNDING AMOUNT</b><br/>                 (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount):</p> <p><b>CURRENT: \$538,146.00</b></p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State<br/> <input type="checkbox"/> Federal<br/> <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 |                |                |                |                |
| 2 |                |                |                |                |
| 3 |                |                |                |                |
| 4 |                |                |                |                |
| 5 |                |                |                |                |

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A:
  - A-1 Program-Specific Terms and Conditions
  - A-2 Federally Funded Grants and Requirement Mandated by Federal Laws
- Attachment B:
  - B-1 Expenditure Based Budget     B-2 Performance Based Budget
  - B-3 Capital Budget                       B-4-Net Deficit Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  - B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

|                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>CURRENT CONTRACT TERM:</b></p> <p><b>From: January 1, 2016</b><br/><b>To: December 31, 2020</b></p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p><b>AMENDED TERM:</b></p> <p>From: January 1, 2016 To: December 31, 2021</p> <p><b>AMENDED PERIOD:</b></p> <p>From: January 1, 2021 To: December 31, 2021</p> | <p><b>CONTRACT FUNDING AMOUNT</b><br/><i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p><b>CURRENT: \$538,146.00</b></p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S):</b></p> <p><input checked="" type="checkbox"/> State<br/> <input type="checkbox"/> Federal<br/> <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 |                |                |                |                |
| 2 |                |                |                |                |
| 3 |                |                |                |                |
| 4 |                |                |                |                |
| 5 |                |                |                |                |

**ATTACHMENTS PART OF THIS AGREEMENT:**

Attachment A:       A-1 Program-Specific Terms and Conditions  
 A-2 Federally Funded Grants and Requirement Mandated by Federal Laws

Attachment B:       B-1 Expenditure Based Budget       B-2 Performance Based Budget  
 B-3 Capital Budget       B-4-Net Deficit Budget  
 B-1(A) Expenditure Based Budget (Amendment)  
 B-2(A) Performance Based Budget (Amendment)  
 B-3(A) Capital Budget (Amendment)  
 B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

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

Printed Name

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

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

STATE AGENCY:

NYS Office of Indigent Legal Services

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

William J. Leahy

Printed Name

Title: Director-Office of Indigent Legal Services

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

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

(N/A)

Printed Name

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

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

STATE COMPTROLLER'S SIGNATURE

Printed Name

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

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



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

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

April 23, 2021

FN 20

21135

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

WAYS & MEANS

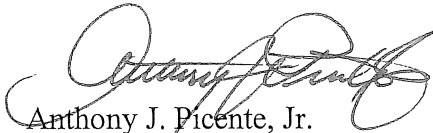
Honorable Members:

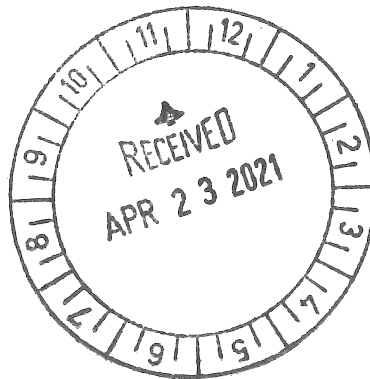
I submit herewith for your approval the appointment of William DeKing from the Oneida County Fire Chiefs Association to fill the vacancy on the Oneida County Fire Advisory Board. Mr. DeKing's term shall expire on December 31, 2021.

I respectfully request that you approve their appointments at your earliest convenience.

Thank you.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive



**ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY  
Scott D. McNamara  
DISTRICT ATTORNEY**

Michael A. Coluzza  
First Assistant

Grant J. Garramone  
Executive Administrative Assistant

Laurie Lisi  
Steven G. Cox  
Todd C. Carville  
Michael R. Nolan  
Steven P. Feiner  
Sarah F. DeMellier  
Luke C. Davignon  
William J. Barry, III  
Stephanie N. Singe  
Paul S. Kelly

April 28, 2021

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

FN 20 21-136

PUBLIC SAFETY

WAYS & MEANS

Travis J. Yoxall  
Maria Murad Blais  
Rebecca G. Kelleher  
Kimberly R. Sudakow  
Evan A. Esswein  
Erin E. Donovan  
Sara D. Lupi  
Jennifer M. Scholl  
Angelo J. Partipelo

Dear Mr. Picente:

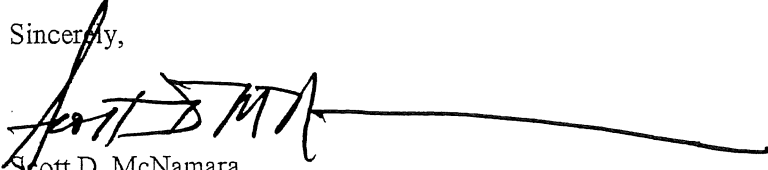
Enclosed is the proposed Crimes Against Revenue Program (CARP) grant award that the New York State Division of Criminal Justice Services has awarded our office in the amount of \$160,878.00. Grant funds will be used to assist in funding Assistant District Attorney Luke Davignon and investigators Scott Cifonelli and James Watson to prosecute economic crimes. The grant provides funding for a 3<sup>rd</sup> investigator. This investigator is yet to be hired. The grant also provides funds for a mobile forensics system license to facilitate prosecution of economic crimes using advanced software.

The grant period is from January 1, 2021 through December 31, 2021. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval. Should you have any questions or concerns, please notify me.


Thank you for your time and assistance in this matter.

Sincerely,

  
Scott D. McNamara  
Oneida County District Attorney

SDM/kn  
Enc.

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

  
Anthony J. Picente, Jr.  
County Executive

Date 5-4-21

Oneida Co. Department: District Attorney

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

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

**Title of Activity or Service:** Crimes Against Revenue Program

**Proposed Dates of Operation:** 01/01/2021 – 12/31/2021

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Funds will be used by the District Attorney for continuation of the Crimes Against Revenue Program (CARP). The program will assist the DA's office with effective investigation and prosecution of crimes that have adverse effects on governmental revenues, including state revenues and qualifying local revenues (revenue crimes). Funds will assist in paying for ADAs, investigators, and a mobile forensics system license.
- 2) **Program/Service Objectives and Outcomes:** Develop strategic plans to combat revenue crimes; recover restitution in crime prosecution.
- 3) **Program Design and Staffing:**  
Luke Davignon – Assistant District Attorney (primary on CARP cases)  
Scott Cifonelli - Investigator  
James Watson – Investigator  
The DA's Office intends to hire a 3<sup>rd</sup> investigator- the grant provides funding for this position.

**Total Funding Requested:** \$160,878.00

**Account #**A1165.495130  
#A3047

**Oneida County Dept. Funding Recommendation:** \$160,878.00

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

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

**Past Performance Data:** N/A

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

**Mandated:**   X   **Not Mandated:**       

**Additional County Costs:** The County is responsible for additional costs beyond the grant funds. These costs are as follows-

|                        |        |                      |
|------------------------|--------|----------------------|
| <b>Luke Davignon -</b> |        | \$91,767.74 (Salary) |
| Retirement             | 17.47% | \$15,828.52          |
| Social Security        | 7.65%  | \$6,931.21           |
| Workers' Comp          | 2.80%  | \$2,536.91           |
| Unemp. Insurance       | 0.25%  | \$226.51             |
| Health Insurance       | actual | \$29,706.24          |
| Total Cost             |        | \$145,833.39         |

|                                 |        |                      |
|---------------------------------|--------|----------------------|
| <b>Full Time Investigator -</b> |        | \$48,500.00 (Salary) |
| Retirement                      | 17.47% | \$8,472.95           |
| Social Security                 | 7.65%  | \$3,710.25           |
| Workers' Comp                   | 2.80%  | \$1,358.00           |
| Unemp. Insurance                | 0.25%  | \$121.25             |
| Health Insurance                | actual | TBD                  |
| Total Cost                      |        | \$62,162.45          |

**James Watson - Actual Cost -** \$27.05/hour x 910 hours = \$24,615.50

|                  |        |             |
|------------------|--------|-------------|
| Retirement       | 17.47% | \$4,300.33  |
| Social Security  | 7.65%  | \$1,883.09  |
| Workers' Comp    | 2.80%  | \$689.23    |
| Unemp. Insurance | 0.25%  | \$61.54     |
| Total Cost       |        | \$31,549.69 |

**Scott Cifonelli - Actual Cost -** \$27.05/hour x 910 hours = \$24,615.50

|                  |        |             |
|------------------|--------|-------------|
| Retirement       | 17.47% | \$4,300.33  |
| Social Security  | 7.65%  | \$1,883.09  |
| Workers' Comp    | 2.80%  | \$689.23    |
| Unemp. Insurance | 0.25%  | \$61.54     |
| Total Cost       |        | \$31,549.69 |

**Total Personnel Costs = \$271,095.22**

**Total \$160,878.00 in Grant Funding Covers:**

Personnel Costs = \$155,215.00

Mobile Forensics System License = \$3,500.00 (fully covered)

Office Supplies = \$2,163.00 (fully covered)

**Personnel Costs minus grant funding for personnel costs:**

**\$271,095.22 - \$155,215.00 = \$115,880.22 Additional County Costs**



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>STATE AGENCY</b><br/>                 Division of Criminal Justice Services<br/>                 80 South Swan Street<br/>                 Albany, NY 12210</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p><b>NYS COMPTROLLER'S NUMBER:</b> C445130<br/>                 (Contract Number)<br/><br/> <b>ORIGINATING AGENCY CODE:</b> 01490 - Division of Criminal Justice Services</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)<br/>                 Oneida County<br/>                 800 Park Avenue<br/>                 Utica, NY 13501-2939</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><b>TYPE OF PROGRAMS:</b> Crimes Against Revenue<br/> <b>DCJS NUMBERS:</b> CR20445130<br/> <b>CFDA NUMBERS:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>INITIAL CONTRACT PERIOD:</b><br/>                 FROM 01/01/2019 TO 12/31/2020<br/> <b>FUNDING AMOUNT FROM INITIAL PERIOD:</b> \$321,756.00</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p><b>AMENDED CONTRACT PERIOD:</b><br/>                 FROM 01/01/2019 TO 12/31/2021<br/> <b>FUNDING AMOUNT FROM AMENDED PERIOD:</b> \$482,634.00</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>TRANSACTION TYPE:</b> Renewal</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p><b>MULTI-YEAR TERM:</b> (if applicable): 2 1-year renewal options.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p><b>FEDERAL TAX IDENTIFICATION NO:</b> 156000460<br/> <b>MUNICIPALITY NO:</b> (if applicable) 300100000000<br/> <b>STATUS:</b><br/>                 Contractor is not a sectarian entry.<br/>                 Contractor is not a not-for-profit organization.<br/> <b>CHARITIES REGISTRATION NUMBER:</b><br/>                 _____<br/>                 (Enter number or Exempt)<br/>                 if "Exempt" is entered above, reason for exemption.<br/>                 N/A</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b><br/> <input checked="" type="checkbox"/> APPENDIX A1 Master Grant Agreement &amp; Program Specific Terms and Conditions<br/> <input type="checkbox"/> APPENDIX A2 Federally Funded Grants Special Conditions<br/> <input checked="" type="checkbox"/> APPENDIX B Budget<br/> <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule<br/> <input checked="" type="checkbox"/> APPENDIX D Program Workplan<br/> <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds<br/> <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment<br/> <input type="checkbox"/> Other (Identify)</p> |
| <p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this MASTER GRANT on the dates of their signatures.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b>NYS Division of Criminal Justice Services</b><br/>                 BY: _____ Date: _____<br/>                 Office of Program Development and Funding<br/> <b>State Agency Certification:</b> 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.<br/> <b>GRANTEE:</b> In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.<br/>                 BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>ATTORNEY GENERAL'S SIGNATURE<br/>                 _____<br/>                 Title: _____<br/>                 Date: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>APPROVED,<br/>                 Thomas P. DiNapoli, State Comptroller<br/>                 _____<br/>                 Title: _____<br/>                 Date: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

Approved:

\_\_\_\_\_  
 Alison Stanulevich, Esq.  
 Assistant County Attorney

**Award Contract**

**Project No.**

CR21-1002-R04

**Grantee Name**

Oneida County

03/03/2021

NEW YORK STATE  
DIVISION OF CRIMINAL JUSTICE SERVICES  
GRANT CONTRACT

APPENDIX A-1

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

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

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

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

**STATE STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment to a contract which, as so amended, exceeds said statutory amount, or if, by the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

**C. Order of Precedence:**

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

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendix B, Appendix C and Appendix D
4. The Face Page
5. Appendix B, Appendix C and Appendix D
6. Modification to Appendix A-1
7. Other appendices, including, but not limited to, the request for proposal or program application

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

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (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.

**F. Modifications:** To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in this Appendix in Section V(C) herein.

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

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

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

**J. Notice:**

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

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

2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).

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

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

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

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

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

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

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

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

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

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

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain. [1]

[1 - As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.]

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act and whistleblower protections.

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

**V. Federally Funded Grants:** All of the Specific Federal requirements that are applicable to the Contract are identified in Appendix D (Workplan and Special Conditions) hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal law, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Appendix D (Workplan and Special Conditions) hereto.

## II. TERM, TERMINATION AND SUSPENSION

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

### B. Renewal:

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

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

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's

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

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

### C. Termination:

#### 1. Grounds:

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

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

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

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

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

2. Notice of Termination: a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service, or

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

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

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

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

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

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

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

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

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

a) the repayment to the State of any monies previously paid to the Contractor, or

b) the return of any real property or equipment purchased under the terms of the Contract, or

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

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

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation

required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

**B. Advance Payment and Recoupment:** 1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule) and Appendix D (Workplan and Special Conditions).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Appendix C (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (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 unexpected 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 (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding, and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (iii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement 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 the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement<sup>[2]</sup>: 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). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement<sup>[3]</sup>: 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<sup>[4]</sup>: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement<sup>[5]</sup>: The State Agency shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contract as set forth in Appendix C (Payment and Reporting Schedule).

i) Fifth Quarter Payments<sup>[6]</sup>: Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

<sup>[2]</sup> - 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.]

<sup>[3]</sup> - Fee for Service is a rate established by the Contractor for a service or services rendered.]

<sup>[4]</sup> - Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.]

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

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

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

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

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

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C )(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures, provided, however, that if the Contract is funded in whole or in part with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

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

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

**E. Refunds:** 1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Section V(A)(2).

2. If at the end or termination of the Contract, there remains any unexpected 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 the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting 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 the State Agency 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).

b) If the Contract is Performance-Based, the Contractor shall provide the State Agency with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) and Appendix D (Work Plan and Special Conditions) as applicable:

(i) *Progress Reports:* The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (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). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting 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 Appendix C (Payment and Reporting Schedule) and Appendix D (Workplan and Special Conditions) as applicable, and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Appendix C (Payments and Reporting Schedule) and Appendix D (Work Plan and Special Conditions) as applicable.

#### H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming award of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Contractor of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury, an arrest or possible criminal activity that could impact the successful completion of this project, any destruction of property, significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

#### IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

##### A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

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

##### B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the state, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State Agency, as applicable, rendered and required for supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting 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 of work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

##### C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

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

- a) If an item of Property required by the Contractor is available as surplus to the State, the State as its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
- b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
- c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract and its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
- e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.
- f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract.
  - a) For cost-reimbursement contracts, all right, title and interest in such Property shall belong to the State.
  - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of the most recent versions of the *DOJ Grants Financial Guide*.
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

#### **E. Records and Audits:**

##### **1. General:**

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

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

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

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

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

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

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

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

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

##### **2. Cost Allocation:**

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

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

**3. Federal Funds:** For records and audit provisions governing Federal funds, please see Appendix D (Workplan and Special Conditions).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

#### **G. Publicity:**

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

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

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

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

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

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Intranet 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 State Information and Applications, and New York State Enterprise IT



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

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

**J. Equal Opportunities for Minorities and Women, Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency, or (ii) a written agreement in excess of \$100,000 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, or (iii) a written agreement in excess of \$100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

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

The Contractor shall include the provisions of subclauses 1-5 of this Section IV(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract, or (ii) unemployment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State,
  - b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended,
  - c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request, and
  - d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

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

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

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

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

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

**N. Vendor Responsibility:**

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

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

**P. Consultant Disclosure Law:** [7] 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, is this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

[7 - Not applicable to not-for-profit entities.]

**V. AGENCY SPECIFIC TERMS AND CONDITIONS****A. Designees**

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)  
Office of Program Development and Funding  
80 S. Swan St.  
Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1), refunds shall be submitted to:

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

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

**B. Contractual Obligations**

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

### C. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in preceding paragraphs a. and b., including multiple budget modifications that cumulatively exceed the thresholds provided, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs a. or b., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

#### 3. Grant Amendment Request (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the Contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

### D. Time and Effort Reporting

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

### E. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

### F. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable. 2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.

3. A Contractor who proposed to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

4. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

### G. Procurement

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

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

2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

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

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

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

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

3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

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

procurement process. Further guidance may be obtained from DCJS.

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

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

##### **1. General Provisions**

a) The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state contracts as defined therein, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

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

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

##### **2. Contract Goals**

a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

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

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

##### **3. Equal Employment Opportunity (EEO)**

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of 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 agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

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

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

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

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

##### **c) Staffing Plan**

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

##### **d) Workforce Employment Utilization Report**

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

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

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

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

#### 4. MWBE Utilization Plan

- a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.
- b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.
- c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### 5. Waivers

- a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- b) If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### 6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### 7. Liquidated Damages - MWBE Participation

- a) Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.
- b) Such liquidated damages shall be calculated as an amount equaling the difference between:
  - i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and
  - ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are accessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

#### 8. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

##### a) M/WBE

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

- i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.
- iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to enhance their participation.
- v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- vi. Ensure that progress payments to M/WBEs are made on a timely basis so that financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

##### b) EEO

- i. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- ii. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.
- iii. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- iv. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- v. This organization will include the provisions of sections (i) through (iv) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Contractor agrees to comply with all MWBE and EEW contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the

application for this Contract.

#### I. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

#### J. Accounting and Audits

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.
2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.
3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.
4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
5. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
6. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements, maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles, and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

#### K. Non-Compliance

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

#### L. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

#### M. Lapsing Appropriations

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

#### N. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the **State of New York** and return it to the DCJS Office of Financial Services at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

#### O. Limit on Overtime Earnings

If Appendix B, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

#### P. Subawards/Subcontractor

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

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

\* Activities to be performed,

\* Time schedule,

\* Project policies,

\* Other policies and procedures to be followed,

\* Dollar limitation of the agreement,

\* Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Work Plan and Special Conditions) of the Contract, and

\* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

#### **Q. Work Product Ownership and Distribution/DCJS Logo**

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

#### **R. Delayed Implementation**

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

#### **S. Changes at the Discretion of DCJS**

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

#### **T. Non-Supplanting**

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to funds that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

#### **U. SAFETNet**

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

#### **V. Compliance with New York State Policies and Standards**

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: <http://www.its.ny.gov/tables/technologypolicy/index.htm>.

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard
2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

[http://criminaljustice.ny.gov/stdpractices/main\\_menu.htm](http://criminaljustice.ny.gov/stdpractices/main_menu.htm)

<http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

#### **W. IJPortal**

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

#### **X. DCJSContact Directory**

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.

#### **Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface**

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

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

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

Instructions for accessing and submitting crime reports through the IJPortal can be found at: [http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr\\_refman/IJPortal-UCR-Data-Entry-Manual.pdf](http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf).

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

department, a waiver will be granted to avoid the fiscal penalty.

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

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found online at: [http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic\\_violence\\_reporting\\_alert\\_5-08-08.pdf](http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf).

Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

#### **Z. Publications**

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

#### **AA. Sexual Harassment Prevention Policy Certification**

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification from described above is available at <https://www.criminaljustice.ny.gov/ofpa/applcngntfrms.html> and is required from grantees as part of the submission in the applicable state grants management system.

#### **VI. PROGRAM SPECIFIC TERMS AND CONDITIONS:**

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

##### **Aid to Crime Labs Program**

The Contractor consents to and acknowledges the New York State Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding its Forensic Laboratory, and agrees that the Laboratory and its staff are required to cooperate with the New York State Inspector General in its investigation of what it deems to be allegations of serious negligence or misconduct substantially effecting the integrity of the forensic results committed by employees or subcontractors of the Laboratory. Nothing in the agreement shall affect or impair the Inspector General's jurisdiction under Article 4-A of the New York State Executive Law.

Contractor agrees to require as part of the agreement with a subcontractor that the subcontractor consent to and acknowledge the NYS Inspector General's jurisdiction to investigate allegations of serious negligence or misconduct regarding the subcontractor and to agree all of the subcontractor's staff are required to cooperate with the NYS Inspector General in any investigation of the subject of allegations that may substantially affect the integrity of forensic results committed by employees of the subcontractor. The contractor further agrees the integrity of forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

##### **County Re-entry Task Force (CRTFs)**

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationships with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effective in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

##### **Crimes Against Revenue Program (CARP)**

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties, with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

##### **Gun Involved Violence Elimination (GIVE) Initiative**

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Initiatives Request for Applications (RFA).

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the Operation SNUG (also known as Neighborhood Violence Prevention Project) program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violence crime within a jurisdiction.



Participating police departments will develop writing protocols detailing established procedures to notify the Operation SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

**Motor Vehicle Theft and Insurance Fraud (MVTIF) Program**

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

**New York State Defender's Association (NYSDA)**

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program, in which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract, understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets, or would otherwise compromise the interest of any client.

10/31/19 VERSION

Certified by - on

**Award Contract**

Project No.  
CR21-1002-R04

Grantee Name  
Oneida County

03/03/2021

**APPENDIX B - Budget Summary by Participant**

Oneida County  
Oneida County District Attorneys Office - Version 1

| #                                                                                                                                                                                                                                                                                                                                         | Personnel                              | Number | Unit Cost   | Total Cost   | Grant Funds  | Matching Funds |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------|-------------|--------------|--------------|----------------|
| 1                                                                                                                                                                                                                                                                                                                                         | Full Time Investigator                 | 1      | \$48,500.00 | \$48,500.00  | \$48,500.00  | \$0.00         |
| Justification: This funds a full time investigator who will earn a maximum of \$48,500 per year.                                                                                                                                                                                                                                          |                                        |        |             |              |              |                |
| 2                                                                                                                                                                                                                                                                                                                                         | Lead Assistant District Attorney @ 20% | 1      | \$18,000.00 | \$18,000.00  | \$18,000.00  | \$0.00         |
| Justification: Assistant District Attorney @ approximately 25% FTE, approximately \$87,604 full annual salary. This ADA will be tasked with the management of the project from investigation through the prosecution stage which will include the drafting of any search warrants, subpoenas, accusatory instruments, and/or indictments. |                                        |        |             |              |              |                |
| 3                                                                                                                                                                                                                                                                                                                                         | Part Time Investigator                 | 2      | \$23,187.00 | \$46,374.00  | \$46,374.00  | \$0.00         |
| Justification: Two part-time investigators for approximately 910 hours at approximately \$25.48/hour to investigate CARP cases = approximately \$23,187 total for the position.                                                                                                                                                           |                                        |        |             |              |              |                |
| Total                                                                                                                                                                                                                                                                                                                                     |                                        |        |             | \$112,874.00 | \$112,874.00 | \$0.00         |

| #                                                                                                              | Fringe Benefits                             | Number | Unit Cost   | Total Cost  | Grant Funds | Matching Funds |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------|-------------|-------------|-------------|----------------|
| 1                                                                                                              | Full Time Employee Fringe @ approx. 56%     | 1      | \$37,240.00 | \$37,240.00 | \$37,240.00 | \$0.00         |
| Justification: Fringe benefits for Assistant District Attorney and full time investigator @ approximately 56%. |                                             |        |             |             |             |                |
| 2                                                                                                              | Part Time Investigator Fringe @ approx. 11% | 1      | \$5,101.00  | \$5,101.00  | \$5,101.00  | \$0.00         |
| Justification: Fringe benefits for approximately two part-time investigators @ approximately 11%.              |                                             |        |             |             |             |                |
| Total                                                                                                          |                                             |        |             | \$42,341.00 | \$42,341.00 | \$0.00         |

| #                                                                                                                                                                                                                                                                                                                                                                                                                    | Equipment                       | Number | Unit Cost  | Total Cost | Grant Funds | Matching Funds |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------|------------|------------|-------------|----------------|
| 1                                                                                                                                                                                                                                                                                                                                                                                                                    | Mobile Forensics System License | 1      | \$3,500.00 | \$3,500.00 | \$3,500.00  | \$0.00         |
| Justification: XRY Logical & Physical License Renewal License to facilitate the effective prosecution of economic crime in Oneida County using advanced technology. The software and equipment in question will allow our prosecutors to gather data from the electronic devices of defendants, for example, which will expedite the process of prosecution and lead to a larger return on investment of CARP funds. |                                 |        |            |            |             |                |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |        |            | \$3,500.00 | \$3,500.00  | \$0.00         |

| #                                                                                                                                                                              | Supplies        | Number | Unit Cost  | Total Cost | Grant Funds | Matching Funds |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------|------------|------------|-------------|----------------|
| 1                                                                                                                                                                              | Office Supplies | 1      | \$2,163.00 | \$2,163.00 | \$2,163.00  | \$0.00         |
| Justification: Office equipment and supplies to be used for the prosecution of financial and economic crime. Items may include but not be limited to paper and ink cartridges. |                 |        |            |            |             |                |
| Total                                                                                                                                                                          |                 |        |            | \$2,163.00 | \$2,163.00  | \$0.00         |

| Total Project Costs |  | Total Cost   | Grant Funds  | Matching Funds |
|---------------------|--|--------------|--------------|----------------|
|                     |  | \$160,878.00 | \$160,878.00 | \$0.00         |

| Total Contract Costs |  | Total Cost   | Grant Funds  | Matching Funds |
|----------------------|--|--------------|--------------|----------------|
|                      |  | \$160,878.00 | \$160,878.00 | \$0.00         |

**Award Contract**

**Project No.**  
CR21-1002-R04

**Grantee Name**  
Oneida County

03/03/2021

**ATTACHMENT C, PAYMENT AND REPORTING SCHEDULE**

III. Special Payment and Reporting Provisions

For All Grantees:

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

A. Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section II. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

B. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

C. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applcntrntrfms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly as defined in Attachment D Section II of this Master Contract. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**

**D. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:**

**NYS Division of Criminal Justice Services  
Office of Financial Services, Grants Unit  
80 So. Swan St.  
Albany, NY 12210**

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

E. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

Certified by - on

**Award Contract**

**Project No.**  
CR21-1002-R04

**Grantee Name**  
Oneida County

03/03/2021

**APPENDIX D - Work Plan****Goal**

Effectively investigate, prosecute, and deter crimes adversely affecting government revenues and expenditures, and recoup lost State revenue.

**Objective #1**

Develop an effective enforcement strategy in collaboration with the State Department of Taxation and Finance (DTF) and other government agencies as appropriate, in an order to detect, investigate, prosecute, and deter revenue crimes.

**Task #1 for Objective #1**

Develop a strategic plan of action to combat revenue crimes.

**# Performance Measure**

- 1 Provide DCJS and DTF with a detailed strategic plan of action. Plan should include but be not limited to, scope of revenue crimes to be focused on, how referrals will be reviewed and managed, criteria utilized to evaluate and determine whether an investigation and/or prosecution should be pursued.

**Objective #2**

Implement the approved strategic plan of action in collaboration with DTF and/or other government agencies, to effectively investigate, prosecute, and deter revenue crimes adversely affecting State government revenues.

**Task #1 for Objective #2**

Review referrals from DTF and other applicable government agencies along with DA-initiated cases to determine if an investigation is warranted. Report these on the required CARP Program Summary Worksheet.

**# Performance Measure**

- 1 Total number of referrals received by DTF.
- 2 Total number of referrals by affected agency.
- 3 Total number of referrals by outside sources.
- 4 Number of DA-generated referrals.

**Task #2 for Objective #2**

Conduct thorough reviews of referred and DA-initiated investigations. Report these on the required CARP Program Summary Worksheet.

**# Performance Measure**

- 1 Number of investigations opened per category.
- 2 Number of arrests within the quarter.
- 3 Total number of cases recommended for prosecution by agency.
- 4 Provide a brief narrative detailing any notable investigations conducted or events in this quarter.

**Task #3 for Objective #2**

Conduct, in collaboration with DTF, effective prosecution of revenue crimes. Report these on the required CARP Program Summary Worksheet.

**# Performance Measure**

- 1 Total number of cases prosecuted by agency.
- 2 Of the cases prosecuted, provide the number of cases presented at a criminal trial.
- 3 Number of cases dismissed or disposed of without prosecution by agency.
- 4 Number of open cases.
- 5 Total number and type of sentences by agency.
- 6 Provide a brief narrative detailing the collaboration between prosecutors and the DTF on significant revenue crime cases. Include any notable prosecutions or events.

**Objective #3**

Recover ordered restitution in revenue crime prosecution.

**Task #1 for Objective #3**

Effectively enforce collection of restitution ordered. Report amounts on the required CARP Program Summary Worksheet.

**# Performance Measure**

- 1 Total amount of restitution ordered from cases disposed within the quarter.
- 2 Total amount of initial payments made toward restitution within the quarter.
- 3 Total amount of restitution recovered (not including initial payments) within the quarter.
- 4 Amount of any Tax Law fines and penalties recovered within the quarter.
- 5 Number of case dispositions that imposed negligence penalties.
- 6 Number of case dispositions that imposed fraud penalties.
- 7 Amount of restitution recovered within the quarter credited as CARP revenue.
- 8 In GMS, provide a brief narrative and recovery amount of any civil litigation.
- 9 Provide a brief narrative describing and/or projecting any enhanced State savings or decreased State expenditures. These figures should be separate and distinct and are not part of Return on Investment (ROI).
- 10 Provide a brief narrative outlining prosecutorial efforts to pursue restitution not being paid according to the terms and conditions of the court order. Include any notable occurrences that either hindered or enhanced restitution recovery.

**Objective #4**

Enhance CARP investigative and prosecutorial efforts of the District Attorney's Office through training and/or meetings.

**Task #1 for Objective #4**

Attend educational trainings and/or meetings.

**# Performance Measure**

- 1 Title, date(s) and location(s) of any training attended. Note: All out-of-state training funded by DCJS requires prior approval.
- 2 Name and title of attendees.
- 3 Provide a brief narrative summarizing the trainings attended.
- 4 Attendance at each CARP Symposium.

**Objective #5**

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

**Task #1 for Objective #5**

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 What percent of your established Minority and Women Business Enterprise goal have you met to date?

3/3/2021

Award Contract

Crimes Against Revenue

**Award Contract**

**Project No.**  
CR21-1002-R04

**Grantee Name**  
Oneida County

03/03/2021

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Additional Special Conditions



Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

May 9, 2021

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

FN 20 21-137

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office is requesting approval of an Agreement with Oneida-Herkimer-Madison BOCES for the 2020-2021 school year. This Agreement is for two (2) School Resource Officers (SROs) to be present within the Oneida-Herkimer-Madison facilities to increase law enforcement visibility and create a community-focused police presence within the District.

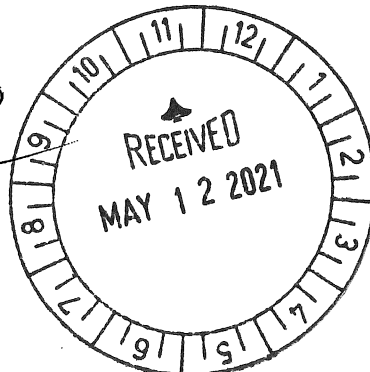
Oneida-Herkimer-Madison BOCES is responsible for the costs of the SROs. The total amount of this agreement is \$159,000.00.

If you find the enclosed contract acceptable, I request that you forward the same to the Board of Legislators for consideration at their next meeting.

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol  
Sheriff



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

Anthony J. Picente, Jr.  
County Executive

Date 5-11-21



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

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

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

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

Oneida Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name & Address of Vendor:** Oneida-Herkimer-Madison BOCES  
4747 Middle Settlement Road  
New Hartford, NY 13413

**Title of Activity or Service:** School Resource Officer Initiative

**Proposed Dates of Operation:** September 1, 2020- August 31, 2021

**Client Population/Number to be Served:** Members of Oneida-Herkimer-Madison BOCES

**Summary Statements:**

1) **Narrative Description of Proposed Services:** Placement of two (2) School Resource Officers (SROs) at the Oneida-Herkimer-Madison BOCES buildings. The SROs will provide a sense of security and create a community-focused police presence within the school buildings.

2) **Program/Service Objectives and Outcomes:** Give students role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to all students and staff.

3) **Program Design and Staffing:** School Resource Officers to be utilized in the Oneida-Herkimer-Madison BOCES buildings in 2020-2021.

**Total Funding Requested:** \$159,000.00

**Account #** A2735.1 (Revenue)

**Oneida County Dept. Funding Recommendation:** \$159,000.00

**Proposed funding sources (Federal\$/State\$/County\$):** Oneida-Herkimer-Madison BOCES

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** Oneida-Herkimer-Madison BOCES will reimburse the Sheriff's Office for 100% of the cost of 2 SROs during the 2020-2021 school year.

Mandated Service: \_\_\_\_\_ Yes  X  No

Additional County Costs: \_\_\_\_\_ Yes  X  No



AGREEMENT BETWEEN  
ONEIDA COUNTY, through the ONEIDA COUNTY SHERIFF'S OFFICE,  
and  
the ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE  
EDUCATION SERVICES

SCHOOL RESOURCE OFFICER

THIS AGREEMENT (the "Agreement") is made and entered into by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York, 13424, hereinafter referred to as the "OCSO," and Oneida-Herkimer-Madison BOCES, a Board of Cooperative Educational Services and supervising school district organized and existing under the laws of the State of New York, with its principal offices located at 4747 Middle Settlement Road, New Hartford, New York 13413, hereinafter referred to as the "District" (each individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the District wishes to secure the services of two (2) School Resource Officers (SROs) for the 2020-2021 school year to serve as law enforcement officers, role models, and as educational resources to students and families at the District facilities; and

WHEREAS, the County, the OCSO, and the District wish to enter into an Agreement to provide law enforcement and mentorship services to the students, staff, and faculty of the District; and

WHEREAS, the County, the OCSO and the District agree that the Parties' goals are the following:

1. To establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of the District;
2. To increase the physical presence of the SROs within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To provide counseling, advice, and education to troubled students and staff within the District; and

WHEREAS, the OCSO has the personnel possessing the requisite skills and expertise to provide such services to the District;

NOW THEREFORE, in consideration of the mutual promises made herein, the County, the OCSO, and the District agree as follows:

1. **Assignment of the SRO.** The OCSO shall assign two (2) uniformed SROs to serve at the District campus in New Hartford, New York according to a schedule established by mutual agreement between the Sheriff and the District.
2. **Term of Agreement.** This Agreement is effective beginning on September 1, 2020 and expires on August 31, 2021, without notice, unless terminated earlier as provided in this Agreement (the "Term").
3. **Compensation.**
  - a. **Basic Payment.** The District agrees to pay to the OCSO seventy-nine thousand five hundred dollars (\$79,500.00) for each SRO, for a total cost of one hundred fifty-nine thousand dollars (\$159,000.00) for the Term.
    - i. This cost covers the normal work week (Monday – Friday, 7:30 AM to 3:30 PM), up to the maximum regular hours per week, not to exceed forty (40) hours each. The County shall provide the District with notice of any new collectively bargained rates of pay and/or fringe benefits within ten (10) days of ratification of a new CBA setting said rates. The new collectively bargained rates of pay shall become effective upon the date specified in the CBA. The estimated rates for compensation under this Agreement shall be adjusted, and the actual rates reconciled with payments made as of the effective date of the CBA, and the Parties acknowledge that any future CBA could include retroactive salary increases for which the District will be responsible. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due the County, it shall be included in the next payment.
    - ii. In the event the SROs are not able to carry out their duties under the Agreement for any reason (including but not limited to the COVID-19 pandemic), and the District notifies the OCSO in writing that they wish to suspend the Agreement for a period of time specified by the District, or terminate the Agreement, the District shall be responsible for the full cost of this Agreement for a thirty (30) day period beginning on the date the District provides notice of the suspension date in writing to the OCSO. Payment will be due in full regardless of whether or not students are present in District buildings as a result of the COVID-19 pandemic, unless the District provides the OCSO with written notice of suspension or termination.
  - b. **Additional Hours.** Should the District, upon request of the principal or designee, wish to have the SROs perform additional work or be present at times over and above the regular school day hours agreed upon by the Parties, the District will be billed based on the applicable hourly overtime rate at the time. The District shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly.

- c. Incidental and Unrelated Costs. Incidental costs, including uniforms, equipment, radio, vehicle and ongoing training costs, shall be covered by the County. Any time spent by the SROs that is not related to the interest of the District will not be considered time worked as an SRO or reimbursed by the District. Any expenses or financial obligations made by an SRO without the prior approval of the District will not become the responsibility of the District.
  - d. Travel Costs. In the event a SRO incurs travel costs between District facilities during the school day, the District shall reimburse the OCSO at the IRS standard mileage rate upon receipt of an invoice. Travel costs shall be paid in accordance with (e) below.
  - e. Billing & Payment. The OCSO shall submit an invoice for payment of the Agreement fee to the District on a bi-weekly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the County the sum due in each statement within thirty (30) days of receipt of the same.
4. **Duties of the SROs.** The duties of the SROs shall be as follows:
- a. Work to prevent juvenile delinquency through close contact and positive relationships with students;
  - b. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
  - c. Act as mentors to students by being visible within the District buildings, and by attempting to develop a rapport with students;
  - d. Develop a working relationship with the staff of the District;
  - e. Be visible within the school community, attend and participate in school functions;
  - f. Work closely with teachers and District personnel to develop and implement training classes in law related education to support the educational efforts of the District;
  - g. Work with guidance counselors and other student support staff to assist students and provide services to students involved in situations where referrals to outside agencies are necessary;
  - h. Enforce New York State laws, rules, and regulations;
  - i. The SROs shall comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest procedures of the OCSO;
  - j. Report all violations of law, school rules, regulations, or policies to District administration so that District administration may take appropriate disciplinary measures. The SROs shall not take any action that would be considered student discipline. Any and all student disciplinary actions are delegated to District administration.
  - k. The SROs are prohibited from detaining or questioning students about their immigration status.
5. **OCSO Responsibilities.** The OCSO agrees as follows:

- a. To provide two (2) SROs who:
    - i. Are sworn law enforcement police officers;
    - ii. Possess a minimum of forty (40) hours of specialized SRO training;
    - iii. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system;
    - iv. Demonstrate:
      - A. Effective verbal and written communication skills;
      - B. The ability to relate to youth, especially the “at risk” and “special needs” populations;
      - C. A working knowledge of social service providers and other community justice and school resources;
      - D. An ability to identify and recommend solutions to complex behavioral and social problems; and
      - E. A genuine interest in at-risk youth;
    - v. Meet all education and experience requirements as set forth by New York State.
  - b. To ensure the SROs each spend an average of forty (40) hours per week on-site at the District’s facilities between September and June; and
  - c. To submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
6. **District’s Responsibilities.** The District’s responsibilities are as follows:
- a. To designate an employee as the District representative through which day-to-day business contact will be conducted with the SROs;
  - b. To provide the SROs with full access to school facilities, personnel, and students;
  - c. To ensure that school personnel, Board of Education members, students, and parents are informed of the duties and presence of the SROs on campus;
  - d. To provide time and appropriate space for the SROs to interact with staff, students, and parents; and
  - e. To provide space for the SROs to store instructional materials and perform necessary tasks directly related to the SRO program.
7. **Confidentiality and Disclosure of Records.**
- a. Confidentiality. The County, the OCSO, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
  - b. Records Disclosure. The County, the OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addendum A are the terms required by New York State

Education Law Section 2-d concerning the disclosure of protected identifiable student, principal and teacher information from disclosure.

- c. HIV-Related Information.
  - i. Non Discrimination. The OCSO, the County, and the assigned SROs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection from an HIV-related test. It is agreed that the OCSO, and any member of the OCSO staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
  - ii. Re-disclosure. The following written statement must be included 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. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the ED-1 Records Retention & Disposition Schedule, or the LGS-1 Records Retention & Disposition Schedule, after the Board of Education of the District has adopted such schedule. This subdivision shall survive termination of this Agreement.

8. Requirements of New York State Education Law Section 2-d

- a. The work performed under this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII"), as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SROs. The exclusive purpose for which the referenced PII will be used is the delivery of SRO services provided under the Agreement. Upon expiration of this Agreement, the SROs must securely destroy or return all PII to the District that remains in the SRO's possession.
- b. If PII is disclosed to the SROs by the District for purposes of the SROs providing services to the District, the SROs, OCSO and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the

Laws of 2014), as well as any implementing regulations and/or any data privacy policy adopted by the District:

- i. Any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on federal and state law governing confidentiality of such data prior to receiving access;
  - ii. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - iii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
  - iv. Except for authorized representatives of the third party contractor to the extent they are carrying out the Agreement, not disclose any PII to any other party:
    - A. Without prior written consent of the parent or eligible student; or
    - B. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
  - v. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
  - vi. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- c. New York State Education Law § 2-d and the Parents Bill of Rights are annexed to this Agreement as Addendum A and Addendum B, respectively, the terms of which are incorporated herein by reference.
  - d. Attached hereto and incorporated herein by reference are Addenda C- Supplemental Information Addendum and Addenda D- Data Security and Privacy Plan.

9. **Resolution of Issues/Termination.**

- a. Either Party may terminate this Agreement for any reason by providing sixty (60) days written notice to the other Party.
- b. In case of deficiencies of service or other SRO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.

- c. If issues arise that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- d. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under this Agreement which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance. Each Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim.

10. **Independent Contractors.** It is expressly understood and agreed that the legal status of the OCSO and its officers and employees is that of an independent contractor, and in no manner shall the SROs be deemed to be employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SROs, as its employees, would otherwise be entitled by law, including health benefits, retirement benefits, and all necessary insurances for its employees, including worker's compensation, disability, and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State and Local taxes, and all FICA contributions.

11. **Indemnification & Insurance.**

- a. Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party or the Indemnifying Party's employee's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

- b. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
  - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
  - iii. 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.
  - iv. Workers Compensation and Employers Liability
    - i. Statutory limits apply.
  - v. Commercial Umbrella
    - i. Umbrella limits must be at least \$1,000,000.
    - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
    - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
  - vi. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
  - vii. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at



least thirty (30) days prior written notice has been given to the County.

12. **No Special Duty.** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The OCSO cannot promise or guarantee crime prevention, safety, or security.

13. **Suspension of Work.**

- a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, a force majeure event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
- b. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
- c. The District and the OCSO agree that this Agreement may be terminated in accordance with Section 10 of the Agreement for reasons other than the funding issues described herein. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SRO services up to the effective termination date of the Agreement.
- d. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.
- e. The District may suspend or terminate the Agreement upon 30-days written notice provided to the OCSO pursuant to a governmental order or District determination that access to the District's facilities must be restricted due the impact of the COVID-19 pandemic, including but not limited to building closures resulting from the COVID-19 pandemic. The OCSO's compensation under the Agreement will be prorated for any period wherein services are not rendered pursuant to a written suspension or termination under this Section, following this 30-day notice period. The SROs will

recommence Services following any suspension upon written request by the District, provided the OCSO has SROs available to provide services on the date requested the suspension end.

14. **Notice.** All notices to the County should be sent to:

Oneida County- Law Department  
800 Park Avenue  
Utica, New York 13501

With a copy sent to OCSO at:

Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, New York 13424

All notices to the District should be sent to:

Oneida-Herkimer-Madison BOCES  
4747 Middle Settlement Road  
New Hartford, NY 13413

15. **Expiration.** The Parties agree that this Agreement expires on August 31, 2021, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.

16. **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.

17. **Assignment:** No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of both other Parties.

18. **Governing Law.** 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 arising from the performance of this Agreement shall be filed in a court of competent jurisdiction in Oneida County, New York.

19. **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.

20. **Entire Agreement.** The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. 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 A (New York Education Law § 2-d), Addendum B (Parents' Bill of Rights for Data Privacy and Security), and Exhibit A (Standard Oneida County Conditions). This Agreement shall be binding upon all Parties when fully signed and executed and upon approval of the appropriate governing bodies.

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

IN WITNESS WHEREOF, the County, the OCSO, and the District have caused this Agreement to be executed as of the date below.

For Oneida County:

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


\_\_\_\_\_  
Date

For the Oneida County Sheriff's Office:

\_\_\_\_\_  
Robert M. Maciol  
Oneida County Sheriff

\_\_\_\_\_  
Date

For Oneida-Herkimer-Madison BOCES

  
\_\_\_\_\_  
Steve Boucher  
Board President

\_\_\_\_\_  
3/12/21  
Date

Approved

\_\_\_\_\_  
Alison M. Stanulevich  
Assistant County Attorney

## ADDENDA A-1

# PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in prekindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

**A. What are the essential parents' rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child's student records?**

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents' Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent's identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents' rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of

data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

**B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?**

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is [coog@dos.ny.gov](mailto:coog@dos.ny.gov), and their telephone number is (518) 474-2518.

**C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information**

**1. What "educational agencies" are included in the requirements of Education Law §2-d?**

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
  - a public elementary or secondary school;
  - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
  - an approved provider of preschool special education services;
  - any other publicly funded pre-kindergarten program;
  - a school serving children in a special act school district as defined in Education Law 4001; or
  - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

**2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?**

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name<sup>1</sup>;

<sup>1</sup> Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

(f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

(g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

**3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?**

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

**4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?**

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

(A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.

○ PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.

○ However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.

(B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.

○ This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

○ NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.



- The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.
- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access a complete list of all student data elements collected by NYSED, at [NYSED Student Data Elements](#), or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov). The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
  - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.
  - When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers,

superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

**5. Must additional elements be included in the Parents' Bill of Rights.?**

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
  - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

**6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?**

Education Law §2-d provides very specific protections for contracts with “third party contractors”, defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term “third party contractor” also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an “educational agency.”

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

#### **7. What steps can and must be taken in the event of a breach of confidentiality or security?**

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational

agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

## **8. Data Security and Privacy Standards**

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

## **9. No Private Right of Action**

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

## ADDENDA A-2

### Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend their child's or their education record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII

from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already

enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))



## EXHIBIT A - STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
  - b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
    - i. The Contractor certifies that it and its principals:
      - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
      - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
      - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
      - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
    - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
  - c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
    - i. The Contractor will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

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

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

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

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

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

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

- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
- iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

12. CONFLICTING TERMS.

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



13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

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

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

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

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

- i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

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

## ADDENDUM C

### PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Oneida County (the “Contractor”) are limited to the purposes authorized in the School Resource Officer contract between the Contractor and the Oneida-Herkimer-Madison BOCES (the “BOCES”) expiring on August 31, 2021 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the BOCES in the format in which it was received and/or destroyed by the Contractor as directed by the BOCES.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the BOCES in a Contractor’s product and/or service by following the BOCES’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by BOCES in Contractor’s product and/or service by following the appeal procedure in the BOCES APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the BOCES will be stored in accordance with law on BOCES servers. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

## DATA SECURITY AND PRIVACY PLAN

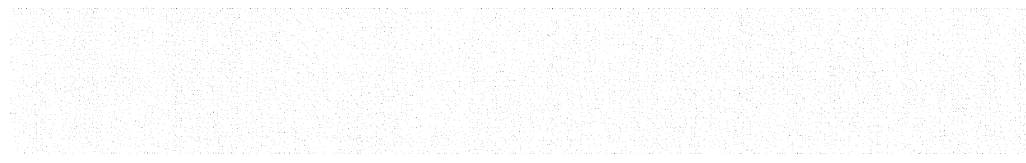
**WHEREAS**, the \_\_\_\_\_ School District (hereinafter “School District”) and \_\_\_\_\_ (hereinafter “Contractor”) entered into an agreement dated \_\_\_\_\_ (hereinafter “Agreement”) for \_\_\_\_\_ (hereinafter “Services”).

**WHEREAS**, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):



2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:



3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.

- d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

*Specify date of each training*

5. Subcontractors (check one):

Contractor shall not utilize subcontractors.

Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

*Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

7. Termination of Agreement.

a. Within \_\_\_ days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b.  Within \_\_\_ days of termination of the Agreement, Contractor shall  Return all data to the School District using \_\_\_\_\_; OR

Transition all data to a successor contractor designated by the School District in writing using \_\_\_\_\_.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Contractor hereto has executed this Data Security and Privacy Plan as of \_\_\_\_\_.

CONTRACTOR:

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



Undersheriff Joseph Lisi  
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

May 9, 2021

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

FN 20 21-138

**PUBLIC SAFETY  
WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office is requesting approval of an agreement with Verra Mobility to provide a School Bus Photo Violation Monitoring System for selected buses at certain school districts within Oneida County.

This agreement is for an initial term of four (4) years, with up to five (5) possible renewal terms of one (1) year each. The term of this agreement begins on the date of the last signature. The purpose for this agreement is to increase safety of children onboarding or exiting stopped school buses. Oneida County will pay Verra Mobility 60% of program revenue collected from violations from the prior month. There will be no up-front out-of-pocket costs to the county.

A Memoranda of Understanding will need to be executed between the County and the individual school districts that decide to participate in the program.

If you find the enclosed agreement acceptable, I respectfully request that you forward to the Board of Legislators for their approval.

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Robert M. Maciol  
Oneida County Sheriff



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

Anthony J. Picente, Jr.  
County Executive

Date 5-11-21



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

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

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

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



Oneida Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

Verra Mobility  
1150 N. Alma School Road  
Mesa, AZ, 85201

**Title of Activity or Service:**

An agreement for the installation of school bus cameras on Oneida County school district buses for the implementation of a violation monitoring system

**Proposed Dates of Operation:**

Upon execution - Four years from the date of the first paid citation

**Client Population/Number to be Served:** Students at school districts within Oneida County

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** An agreement with Verra Mobility to install cameras on school buses as part of a school bus camera monitoring system which will assist in improving safety for the students. Violators will be sent a notice of violation and be required to pay a fee.
- 2) **Program/Service Objectives and Outcomes:** To provide more safety for students when they board and exit the bus.
- 3) **Program Design and Staffing:** Verra Mobility will install cameras at the school districts (at their bus garages) and associated software for the collection of violation fees. The Sheriff's Office will review violation videos.

**Total Funding Requested:** No funding requested.

The County will pay Verra Mobility 60% of program revenue which is brought in from violation fees. It is unknown how much these fees will generate at this time. There are no upfront costs to the County.

**Account:** N/A

**Oneida County Dept. Funding Recommendation:** N/A

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

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

**Past Performance Data:** None

**O.C. Department Staff Comments:** We hope that this program will provide for greater safety of students throughout our County, and provide an easy way for us to collect violation fees from those who ignore VTL and pass school busses in our County.

**Mandated** \_\_\_\_\_ **Not Mandated:**  X

There are no upfront costs to implement this program, and there are no additional anticipated County costs in the future.



# 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

April 26, 2021

FN 20 21-139

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

**AIRPORT**

**WAYS & MEANS**

Re: Supplement 11 to Teaming Agreement - NUAIR

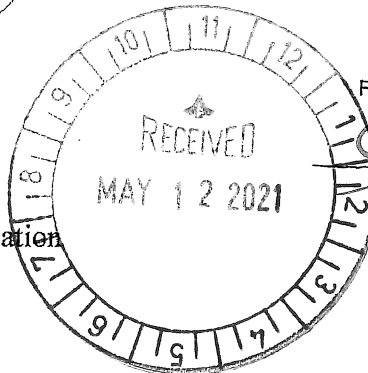
Dear County Executive Picente,

Please consider acceptance of this Amendment to the Teaming Agreement between Oneida County and NUAIR.

The Amendment to the Teaming Agreement enables Oneida County through its Department of Aviation the ability to provide payment to NUAIR for work accomplished under NASA task order AFRC20F0136P00001 regarding the Integrated Aviation Systems Program (IASP) Advanced Air Mobility (AAM) project. If this agreement meets with your approval, please forward to the Board of Legislators for consideration.

Sincerely,

Edward A. Arcuri  
Commissioner  
Oneida County Department of Aviation



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

Anthony J. Picente, Jr.  
County Executive

Date 5-11-21

Oneida Co. Department: Airport

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

NUAIR  
635 Bomber Drive  
Rome, New York 13441

**Title of Activity or Service:**

Amendment (Supplement 11) to the  
Teaming Agreement between Oneida  
County and NUAIR

**Proposed Dates of Operation:**

Upon execution, through completion of  
the task orders.

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

**Summary Statements**

1) Narrative Description of Proposed Services:

**This Amendment to the Teaming Agreement enables Oneida County through its Department of Aviation the ability to provide payment to NUAIR for work accomplished under NASA Task Order AFRC20F0136P00001 regarding the Integrated Aviation Systems Program (IASP) Advanced Air Mobility (AAM) project.**

2) Program/Service Objectives and Outcomes:

**This Amendment is necessary to facilitate the smooth accomplishment of the above- mentioned Tasks for NASA.**

3) Program Design and Staffing: N/A

**Total Funding Requested: \$299,735.28**

**Account #: A5620**

**Mandated/Not Mandated: This is not a "mandated" service, but is a Task Order for the UAS test site that is fully funded and was awarded based upon our submission to them.**

**Oneida County Dept. Funding Recommendation: \$299,735.28– fully funded by the NASA Task Orders**

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

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

**Past Performance Data: N/A**

**O.C. Department Staff Comments: N/A**

## EXHIBIT H

### Supplement 11 to Teaming Agreement

THIS SUPPLEMENT 11 TO TEAMING AGREEMENT (this "Supplement 11") is made and entered into 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 office at 800 Park Avenue, Utica, New York 13501, through its Department of Aviation, Griffiss International Airport (hereinafter collectively "Griffiss"), and Northeast UAS Airspace Integration Research Alliance, Inc., a Not-For-Profit Corporation organized and existing under the laws of the State of New York, having its principal place of business at 250 Harrison Street, Suite 201, Syracuse, New York 13202 (hereinafter "NUAIR").

The provisions of this Supplement 11 shall constitute a part of, and are hereby incorporated into, that certain teaming agreement (Oneida County Contract No. 013670) dated as of the 26<sup>th</sup> day of February 2013, (as amended) by and between the Parties (hereinafter "Teaming Agreement"). Capitalized terms defined in the Teaming Agreement and not otherwise defined herein shall have the meanings given them in the Teaming Agreement when used in this Supplement 8.

1. The Parties hereby agree that the following business opportunity shall each become a Joint Opportunity within the scope of the Teaming Agreement:

**Joint Opportunity: Task Order AFRC20F0136P00001 CLIN 4 Modification to AFRC20F0136 Integrated Aviation Systems Program (IASP) Advance Air Mobility (AAM) Project and all its supplements and amendments.**

**Customer:** NASA. Armstrong Flight Research Center

2. The Lead for the Joint Opportunity listed hereinabove shall be Griffiss. NUAIR shall be the Supporting Party.
3. The allocation of work and responsibility between the Parties for the Joint Opportunity listed hereinabove shall be per the Statement of Work that is a part of the Research Services/Testing Agreement (Oneida County Contract No. 17952).
4. Griffiss will provide payment to NUAIR for the Joint Opportunity listed hereinabove, upon submission by NUAIR of an itemized bill and a properly completed County voucher in an amount not to exceed **\$299,735.28**.
5. Facsimile signatures shall be relied upon as original signatures in all respects, whether or not the Parties subsequently circulate duplicate originals for signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this Supplement 8 in duplicate original copies as of the Effective Date.

County of Oneida

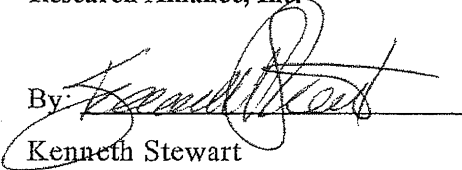
By: \_\_\_\_\_

Anthony J. Picente Jr.

Oneida County Executive

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

Northeast UAS Airspace Integration  
Research Alliance, Inc.

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

Kenneth Stewart

President and CEO

Date: 5-11-21

Approved:

\_\_\_\_\_  
Amanda L. Cortese-Kolasz  
Deputy County Attorney - Administration



## ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building

800 Park Avenue ♦ Utica, New York 13501-2975

(315) 798-5910 ♦ fax: (315) 798-5603 ♦ [www.ocgov.net](http://www.ocgov.net)

Anthony J. Picente, Jr.  
County Executive

Peter M. Rayhill  
County Attorney

May 10, 2021

FN 20 21-170

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

I enclose herewith a proposed Local Law that would allow the County of Oneida to opt out of the provisions of County Law Section 215 with respect to the leasing of certain County-owned property. This Local Law would allow the County to lease County-owned property through a publicly-let Request for Proposals, and would also allow the County to enter into leases for up to twenty-five (25) years. This would make County property much more appealing to developers and others, especially with respect to solar, wind and other energy development. The use of a Request for Proposal process would also give the County much more flexibility in choosing which tenants we decide to enter into leases with.

If you wish this Local Law to be adopted, please forward to the Board of County Legislators for their consideration and approval at their next meeting.



Very truly yours,

  
Robert E. Pronteau  
Assistant County Attorney

Enc.

cc: David Catalfamo

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

  
Anthony J. Picente, Jr.  
County Executive

Date 5-10-21

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**

April 16, 2021

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

FN 20 21-141

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Oneida County is in receipt of a grant from New York State Office of Children and Family Services in the amount of \$ 230,297.00. These funds will be used to support Day Care Registration. This Grant has a Contract period of January 1, 2021 through December 31, 2021.

This grant provides funding for the program that will recommend Registration/and renewal for those individuals satisfactorily completing a Family Day Care initial/renewal application. The Program will provide technical assistance to potential and current providers regarding application and regulations. The Program will provide regular scheduled orientation throughout Oneida County and complete an inspection /investigation on registered homes in response to a complaint, request by provider for additional school age children, or for failure to meet training requirements. It will also complete 50% annual random inspections on existing providers, as well as respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations; renewal registration; complaint investigations; safety assessments; inspections; on-site registration; and, case and management review.

I am available at any time to further discuss this grant should you have any questions.

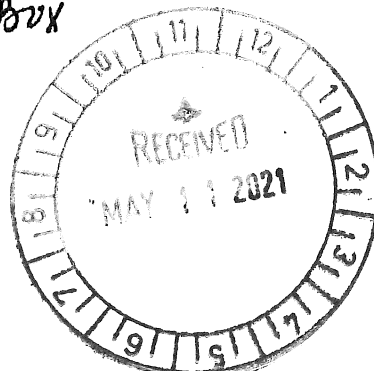
I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these grant funds.

Sincerely,

*Colleen Fahy-Box*

Colleen Fahy-Box  
Commissioner

CFB/tms  
attachment



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

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

Date 5-10-21



#29203

Oneida Co. Department Community  
and Family Services

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

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: New York State Office of Children and Family Services  
52 Washington Street  
Rensselaer, New York 12144

Title of Activity or Services: Day Care Registration

Proposed Dates of Operations: January 1, 2021 through December 31, 2021

Client Population/Number to be Served:

**SUMMARY STATEMENTS**

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

This grant provides funding for the program that will recommend Registration/and renewal for those individuals satisfactorily completing a Family Day Care initial/renewal application. The Program will provide technical assistance to potential and current providers regarding application and regulations. The Program will provide regular scheduled orientation throughout Oneida County and complete an inspection /investigation on registered homes in response to a complaint, request by provider for additional school age children, or for failure to meet training requirements. It will also complete annual random inspections on existing providers as well as respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations; renewal registration; complaint investigations; safety assessments; inspections; and, on-site registration case and management review.

**2). Program/Service Objectives and Outcomes**

- The program objectives include increasing the number of Registered Family Day Care & School Age Day Care homes throughout Oneida County and ensuring through the Inspection process that they meet the standards set forth in the NYS Regulations.
- Outcome measurements include performance standards for: initial registrations; renewal registration; complaint investigations; safety assessments; inspections; and, on-site registration case and management review.

**3). Program Design and Staffing Level** – The Program has one part-time Divisional Director, one part-time Program Director, three full-time case workers, one part-time Program Assistant, one part-time Comptroller, one part-time maintenance worker.

Total Grant Amount: \$ 230,297.00

Mandated or Non-Mandated – Mandated

Oneida County Dept. Funding Recommendation: A4655 – This is a grant through New York

State Office of Children and Family Services which in turn is a federal funded program.

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

|         |      |
|---------|------|
| Federal | 100% |
| State   | 0%   |
| County  | 0%   |

**Cost Per Client Served:**

**Past performance Served:** The Department contracts this service to Neighborhood Center to provide this service as an approved sub-contractor by New York State OCFS and they have provided this service since 1992. Therefore, the Department acts as a pass through and the program has direct State oversight.

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

APPENDIX X

MODIFICATION AGREEMENT

Agency Code: 25000

MOU: 2315

Period: 1/01/2021 to 12/31/2021

Funding Amount for Period \$230,297.00

|                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> This MOU is funded with non-Federal funds only                                                                                     |
| <input checked="" type="checkbox"/> This MOU is funded in whole or in part with Federal funds (see Appendix A3, paragraph 14 for Federal audit information) |
| <input checked="" type="checkbox"/> OCFS has determined that the Contractor is NOT a sub recipient                                                          |
| <input type="checkbox"/> OCFS has determined that the Contractor is a sub recipient                                                                         |
| The Federal Funds for this contract are from CFDA Number(s): 93-575                                                                                         |

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Children and Family Services, having its principal office at 52 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the STATE), and Oneida County Department of Social Services (hereinafter referred to as the CONTRACTOR), for modification of MOU 2315, as amended in attached Appendix(ies) C, C-1, and D.

All other provisions of said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

| CONTRACTOR SIGNATURE                                           | STATE AGENCY                                                                                                                                                                                         |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor: <u>Oneida County Department of Social Services</u> | Office of Children and Family Services                                                                                                                                                               |
| By:                                                            | By:                                                                                                                                                                                                  |
| Printed Name:                                                  | Printed Name: <b>Derek J. Holtzelaw</b>                                                                                                                                                              |
| Title:                                                         | Title: Deputy Commissioner for Administration                                                                                                                                                        |
| Date:                                                          | Date:                                                                                                                                                                                                |
|                                                                | <u>State Agency Certification</u><br>"In addition to the acceptance of this mou, I also certify that original copies of this signature page will be attached to all other exact copies of this mou." |

**MUNICIPAL CORPORATION:**

STATE OF NEW YORK

SS.:

County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the municipal corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the governing board of said municipal corporation.

\_\_\_\_\_ (Notary)

My Commission expires: \_\_\_\_\_

**Appendix C-1**  
Standard Performance Levels  
Payment Schedule

CONTRACTOR Name: **Oneida**  
CONTRACT Period: 01/01/21 to 12/31/21

\$57,574.25, per quarter will be paid to the Contractor, for a maximum of four (4) quarters, not to exceed the Maximum Funding Amount for the contract period of \$230,297.00, for an acceptable level of compliance for all Quarterly Standard Performance Levels as specified in this Appendix C-1. A quarterly program review will be conducted by the Division of Child Care Services (DCCS), after the end of the applicable quarter, to determine if the Contractor has reached an acceptable level of compliance for the quarter. The determination of whether a Contractor met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Contractor's compliance with all applicable timelines, operating procedures and other requirements as set forth in Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference.

Payment will be made upon approval by the Office for the number of achieved standard performance levels, as defined in Appendix C-1. If the Office determines that the Contractor has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the amount paid to the Contractor for the quarter will be reduced accordingly. The Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Contractor demonstrating that such failure was due to extraordinary or unforeseen circumstances. The Office shall notify the Contractor in writing of the Office's approval of any such waiver request, or shall notify the Contractor of the Office's disapproval of any such waiver request and delineate the reasons for such disapproval.

Quarterly Standard Performance Level – Initial Registrations/Licenses

The Contractor will process initial registration/licensing applications within 90 days of receipt of completed applications, including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Renewals of Registrations/Licenses

The Contractor will process completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. All renewals of Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care will include a renewal inspection as required by regulation. The Quarterly

Standard Performance Level for renewals of registrations/ licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewals of registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Complaint Investigations

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days of receipt of the complaint. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Safety Assessments

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – Annual Inspections

The Contractor will conduct one quarter of the required annual inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation. The Quarterly Standard Performance Level for annual inspections for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the Standard Performance Level for Annual Inspections is not met at the completion of the four quarters, 10% of the contract amount will be withheld.

Quarterly Standard Performance Level – Mid-Point Requirements

The Contractor will process completed reviews of mid-point documentation, including providing providers with all appropriate notifications regarding the mid-point requirements. The Contractor will conduct mid-point inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for mid-point requirements for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the Quarterly Standard Performance Level for mid-point requirements is not met each quarter, 10% of the quarterly contract amount will be withheld.

Quarterly Standard Performance Level – On-Site Case and Management Review

For on-site case review, the Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The on-site case review will include a review of a sample of case files regarding initial applications, renewal applications, mid-point

requirements, annual inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications are given to providers and parents, where applicable, within the required time frames, including issuance of the final CCFS inspection report within 10 days after the inspection being conducted; each facility has the required comprehensive background check approvals and are entered into CCFS upon receipt; inspections are conducted along with exit interviews with the provider prior to inspector's departure, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions, including cooperating with the Office's Division of Legal Affairs on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The Contractor shall not revise or alter Office policy/procedures or create its own policy/procedure without receiving prior approval in writing from the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for an individual on-site case review is 100% of statutory items and 75% of non-statutory items. The Quarterly Standard Performance Level for an acceptable level of compliance for on-site case review in total is 90%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 90% of the previous quarter's Quarterly Standard Performance Level for on-site case review is not met, 10% of the quarterly contract amount will be withheld.

The management review will include a review of other documentation to determine whether identified registration/licensing staff have: participated in any mandatory training as required by the Office related to the performance of registration/licensing duties and management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs, compliance with existing programs and information on available training and funding resources applicable to Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs; and provided parents and the general public with access to information regarding the compliance history of all regulated providers, as required. Not less than annually, the Contractor will report to the Office the evidence of risk-based assessment outcomes for identified programs, if applicable. In addition, the Contractor will participate in Office Quality Indicator initiatives and any inter-rater reliability studies conducted by the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for management review is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for management review is not met, 10% of the quarterly contract amount will be withheld.

#### Quarterly Standard Performance Level- Approved Staffing Plan

The Contractor will maintain the Office-approved Contractor staffing plan, including the percentage of time each staff works on the project, during the quarter. In addition, the DCCS Regional Office Manager is to be notified by the Contractor of the registration/licensure and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the date of the occurrence is to be reported to the Office's respective

DCCS Regional Office Manager. The Contractor will be allowed a five-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS with the dates of hire, names of the staff assigned to register and license day care programs and the percentage of time those staff work on the program. The Office will review the qualifications of those staff members as part of the quarterly on-site case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The Quarterly Standard Performance Level for approved staffing plan for an acceptable level of compliance is 100%, with the exception of any vacancies that are less than five months old at the end of the quarter. Performance will be assessed by DCCS based upon the quarterly on-site case and management review. If 100% of the previous quarter's Quarterly Standard Performance Level for approved staffing plan is not met, not counting vacancies that are less than five months old at the end of the quarter, 10% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

**DESIGNATED PAYMENT OFFICE**

**Program Office:** Division of Child Care Services

**Program Area:** Contract Unit

**Address:** 52 Washington Street

South Building, Room 309

Rensselaer, New York 12144



APPENDIX D

NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES  
DIVISION OF CHILD CARE SERVICES

1. PROJECT TITLE : REGISTRATION
  2. TYPE OF APPLICATION: NEW  CONTINUATION  AMENDMENT
  3. AMOUNT OF FUNDS REQUESTED: \$ 230,297.00
  4. PROJECT PERIOD: 1/01/2021 to 12/31/2021
  5. ORGANIZATIONAL NAME & ADDRESS:  
Oneida County Department of Social Services  
800 Park Ave.  
Utica, New York 13501 Tel #: (315) - 798 - 5733
  6. CONTACT NAME: Mary Kernan  
TITLE: Contract Administrator  
PHONE: (315) 798-5058  
E-MAIL ADDRESS: mkernan@ocgov.net
  7. INDIVIDUAL(S) AUTHORIZED TO SIGN FOR APPLICANT:  
PRIMARY NAME: Anthony J. Picente, Jr. PHONE# (315)798-5800  
PRIMARY TITLE: Oneida County Executive  
SECONDARY NAME: Colleen Fahy-Box PHONE# (315)798-5733  
SECONDARY TITLE: Commissioner
  8. NAME OF PROJECT DIRECTOR: Philip Martini  
TITLE: Director of Employment Services  
PHONE: (315) 798-5839  
LOCATION ADDRESS: 800 Park Ave, Utica, New York 13501  
E-MAIL ADDRESS: Philip.martini@dfa.state.ny.us
  9. INDIVIDUAL TO WHOM PAYMENT SHOULD BE DIRECTED:  
NAME: Tamatha Stoetzner  
TITLE: Deputy Commissioner - Finance  
PHONE: (315) 798-5260  
LOCATION ADDRESS: 800 Park Avenue, Utica, New York 13501  
E-MAIL ADDRESS: tstoetzner@ocgov.net
- A. MUNICIPALITY NUMBER : 300100000  
B. CHARITABLE REGISTRATION NUMBER: Exempt  
C. DUNS# 075814186

**10. Agreement:**

It is understood and agreed to by the applicant that: (1) Funds granted for this project will be used only for the conduct of the project as approved. (2) the grant may be terminated in whole, or in part, by the Office. Such termination shall not affect obligations incurred under grant prior to the effective date of such termination. (3) When funds are advanced, any unexpended balance at the end of the approval period will be returned. (4) Any significant revision of the approved project proposal will be requested in writing by the grantee prior to enactment of the change. (5) Progress reports will be submitted as required by the Office. The final program and financial reports will be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, will be maintained and made available to the Office for audit purposes. (6) All reports of investigations, studies, publications, etc. made as a result of this proposal will acknowledge the support provided by Office. (7) All personal information concerning individuals served or studies conducted under the project is confidential and such information may not be disclosed to unauthorized persons. (8) The Office reserves a royalty free non-exclusive license to use and authorize others to use all copyrighted material resulting from this project.

The applicant certifies that to the best of his/her knowledge and belief the information in this application is true and correct, and that he/she will comply with the above agreement if the grant is received.

\_\_\_\_\_  
Signature of Official Authorized to Sign for Applicant

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Name and Title (typed)

## **PROJECT SUMMARY**

Oneida County Department of Social Services will utilize a subcontractor to conduct the Day Care Registration and Inspection services. The program will recommend Registration/and renewal for those individuals satisfactorily completing a FDC initial/renewal application. Program will provide technical assistance to potential and current providers regarding application and regulations. Program will provide regularly scheduled orientation throughout Oneida County. Program will complete an inspection/investigation on registered homes in response to a complaint, request by provider for additional school age children or for failure to meet training requirements. Complete 100% annual random inspections on existing providers. Respond to complaints on non-regulated child care providers. The program includes performance standards for: initial registrations, renewal registration, complaint investigations, safety assessments, inspections, and on-site registration case and management review.

### **Quarterly Standard Performance Level – Initial Registrations/Licenses**

The Contractor will process and resolve initial registration/licensing applications within six (6) months of receipt including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licensing for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

### **Quarterly Standard Performance Level – Renewals of Registrations/Licenses**

The Contractor will process and resolve completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. The renewals of Family and School- Age Child Care registrations will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/licenses for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewal registrations/licenses is not met, 2% of the quarterly contract amount will be withheld.

### **Quarterly Standard Performance Level – Complaint Investigations**

The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data

from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 2% of the quarterly contract amount will be withheld.

#### **Quarterly Standard Performance Level – Safety Assessments**

The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 2% of the quarterly contract amount will be withheld.

#### **Quarterly Standard Performance Level – 100% Inspections**

The Contractor will conduct one quarter of the required number of annual 100% inspections for Family Day Care and School Age Child Care programs and complete all required documentation. The Quarterly Standard Performance Level for 100% inspections for an acceptable level of compliance is 90%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 90% of the Performance Level for 100% inspections is not met at the completion of the four quarters, 2% of the quarterly contract amount will be withheld.

#### **Quarterly Standard Performance Level – Mid-Point Requirement**

The Contractor will process and resolve completed reviews of Mid-Point documentation including providing providers with all appropriate notifications regarding the Mid-Point Requirement. The Contractor will conduct Mid-Point inspections for Family Day Care and School Age Child Care programs and complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for the Mid-Point Requirement for an acceptable level of compliance is 95%. The acceptable level of compliance will be determined by DCCS upon review of quarterly data from CCFS. If at least 95% of the Performance Level for Mid-Point inspections is not met each quarter, 2% of the quarterly contract amount will be withheld.

#### **Quarterly Standard Performance Level – On-Site Case and Management Review.**

The Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Office. The acceptable level of compliance will be determined by DCCS based on quarterly case files and management reviews. The case review will include a review of a sample of case files regarding initial applications, renewal applications, 100% inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications

is given to providers and parents, where applicable, within the required time frames; each facility has the necessary active fingerprint files and are entered into CCFS upon receipt; inspections are conducted, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions including cooperating with the Office's Legal Division on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The management review will also include a review of other documentation to determine whether: registration staff have participated in training as required by the Office related to the performance of registration/licensing (where licensing applicable) duties and participated in management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs and compliance with existing programs and information on available training and funding resources applicable to family day care, school-age child care, group family day care programs; and provided parents and the general public with access to information regarding the compliance/complaint history of all regulated providers, as required. The approved quarterly registration/licensing (where licensing applicable) case files and management reviews for an acceptable level of compliance is 90%. If at least 90% of the previous quarter's Quarterly Standard Performance Level for the case files and management review is not met, 2% of the quarterly contract amount will be withheld.

#### **Quarterly Standard Performance Level – Approved Staffing Plan**

The Contractor staffing plan, including the percentage of time each staff works on the project, which has been approved by the Office and is maintained during the quarter. In addition, the Office's respective DCCS Regional Office Manager and Local Department of Social Services is to be notified by the Contractor of the registration and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the Contractor will be allowed a three-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS and Local Department of Social Services with the names of the staff assigned to register and license day care programs, the percentage of time those staff work on the program. In addition the Office will review the qualifications of those staff members as part of the quarterly case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The approved staffing plan for an acceptable level of compliance at the end of each quarter is 100%, with the exception of any vacancies that are less than three months old at the end of the quarter. The acceptable level of compliance will be determined by DCCS based upon the quarterly case and management review. If at least 100% of the previous quarter's Quarterly Standard Performance Level for the approved staffing plan is not met at the end of the quarter, not counting vacancies that are less than three months old at the end of the quarter, 2% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

**Agency: Oneida County Department of Social Services**

**Period: January 1, 2021 – December 31, 2021**

**APPENDIX B  
Budget Summary Form**

✦ The purpose of this form is to document the preliminary budget for the proposed program.

| Expense Category                      | Requested OCFS Funds* | Total Cost       |
|---------------------------------------|-----------------------|------------------|
| <b>A. Personal Services</b>           |                       |                  |
| 1. Personnel                          | \$0                   | \$0              |
| 2. Fringe Benefits                    | \$0                   | \$0              |
| 3. Total (Lines 1 + 2)                | \$0                   | \$0              |
| <b>B. Non-Personal Services</b>       |                       |                  |
| 4. Contractual/Consultant             | \$230,297             | \$230,297        |
| 5. Staff Travel/Per Diem              | \$0                   | \$0              |
| 6. Equipment                          | \$0                   | \$0              |
| 7. Supplies                           | \$0                   | \$0              |
| 8. Other Expenses                     | \$0                   | \$0              |
| 9. Total (Total Lines 4 to 8)         | \$230,297             | \$230,297        |
| <b>C. Project Total (Lines 3 + 9)</b> | <b>\$230,297</b>      | <b>\$230,297</b> |

✦

Due to Excel rounding the budget amounts (cents are calculated but not indicated in the budget lines), the totals may appear incorrect. This is resultant from individual totals rounding in a manner that they do not offset each other evenly thereby causing the totals to appear incorrect - albeit, if the cents were included in each line, the totals would sum correctly. OCFS will accept [rounded] budget line totals within a five dollar (\$5.00) range.

Agency: Oneida County Department of Social Services

Period: January 1, 2021 – December 31, 2021

### Program Personnel Costs

- ✦ Enter all staff positions to be supported with OCFS funds
- ✦ Enter the base salary for each position, taking into account any annual increases during the contract year
- ✦ Enter the percentage of time the staff person will be spending on the project
- ✦ The total salary charged to the project should approximately equal Salary times % of Time, small differences may be due to rounding errors
- ✦ Enter the fringe costs in the space provided on line C

| A. Position/Title       | Base Salary | % of Time on Project | Salary times % of Time** | OCFS Grant Funds | Total Salary Charged to Program |
|-------------------------|-------------|----------------------|--------------------------|------------------|---------------------------------|
|                         |             |                      | \$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                             |
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|                         |             |                      | \$0                      | \$0              | \$0                             |
|                         |             |                      | \$0                      | \$0              | \$0                             |
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|                         |             |                      | \$0                      | \$0              | \$0                             |
|                         |             |                      | \$0                      | \$0              | \$0                             |
|                         |             |                      | \$0                      | \$0              | \$0                             |
|                         |             |                      | \$0                      | \$0              | \$0                             |
|                         |             |                      | \$0                      | \$0              | \$0                             |
| <b>Total FTE's</b>      |             | 0.00                 | \$0                      |                  |                                 |
| <b>B. Subtotal</b>      |             |                      |                          | \$0              | \$0                             |
| <b>C. Fringe Cost</b> → | 0.00%       |                      |                          | \$0              | \$0                             |
| <b>D. Total (B+C)</b>   |             |                      |                          | \$0              | \$0                             |

NOTE: ROWS B, C and D should match ROWS A1, A2 and A3 on the Budget Summary Form.  
Excel spreadsheet may automatically enter this information for you.





Anthony J. Picente Jr.  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

Contract Administration, 4<sup>th</sup> Floor  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5073 Fax (315) 793-6044

FN 20 21-142

March 4, 2021

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Agreement with RCIL (129294)

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County, through its Department of Family and Community Services, and the Resource Center for Independent Living, Inc. (RCIL), for your review.

This Agreement is for the provision of Adult Day Care Services. This Agreement will continue to provide community based long-term care services to the frail and elderly, and help older consumers to delay or divert nursing facility placement. The total amount of this Agreement is \$80,000.00. The Agreement is supported by 75% state funds (\$60,000.00) and 25% County funds (\$20,000.00). This Agreement commences January 1, 2021 and terminates December 31, 2021.

If this Agreement meets with your approval, please forward it to the Board of Legislators for further consideration.

Sincerely,

*Colleen Fahy-Box*  
Colleen Fahy-Box  
Commissioner

CFB/md

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 5-18-21

Oneida County Department: Office for the Aging

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

Name & Address of Vendor: Resource Center for Independent Living, Inc.  
131 Genesee Street  
Utica, New York 13501

Title of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: January 1, 2021 through December 31, 2021

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment

**Summary Statements**

**1) Narrative Description of Proposed Services**

Structured five hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. Eligible participants must be age 60 or older and functionally impaired. Services include a noon meal and transportation to and from the program

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

- Adult day care programming
- Noon meal and transportation
- Services including socialization, supervision and monitoring, personal care, nutrition, appropriate activities, caregiver assistance, and transportation.
- Intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

**3) Program Design and Staffing**

Each adult day service provider will serve OFA-authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff; both paid and volunteer. The staff will supervise participants in a safe environment while providing appropriate activities and therapies that will enhance the participants' general wellbeing.

**Total Funding Requested:** \$80,000.00 **Account #:** 6772.495.116

**Oneida County Dept. Funding Recommendation:** \$ 80,000.00

**Proposed Funding Source (Federal/State/County):**

Federal: \$0 State: 75% (\$60,000.00) County: 25% (\$20,000.00)

**Cost per Client Served:** \$75.00 per client per five hour day

**Past Performance Data:** The Resource Center for Independent Living has provided Social Adult Day Care since 1984.

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

**Mandated:** Yes

**SECOND RENEWAL AGREEMENT**

This Second Renewal made and entered into by and between the Resource Center for Independent Living, Inc., a domestic not-for-profit corporation with principal offices located at 131 Genesee Street, Utica, New York and a mailing address of P.O. Box 210, Utica, New York 13503-0210, hereinafter known as the "Contractor," and the County of Oneida, a municipal corporation existing and organized under the laws of the State of New York, with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services' Office for the Aging, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter collectively known as the "County." All parties to this Second Renewal are hereinafter collectively known as the "Parties."

**WITNESSETH:**

**WHEREAS**, the County and the Contractor entered into an agreement whereby the Contractor provides services to Oneida County residents, hereinafter referred to as the "Original Agreement," (County contract number 75227), a copy of which is attached hereto as Exhibit "A." The Original Agreement was in effect from January 1, 2019 through December 31, 2019; and

**WHEREAS**, the Original Agreement included terms that allow the County to renew the agreement for an additional four (4) consecutive one-year terms; and

**WHEREAS**, the Parties previously entered into a First Renewal to the Original Agreement for a term of January 1, 2020 through December 31, 2020; and

**WHEREAS**, the Parties are desirous of entering into a Second Renewal to the Original Agreement:

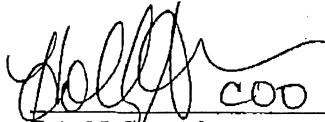
**NOW THEREFORE**, in consideration of the mutual promises made herein, the Parties hereto agree as follows:

1. This Second Renewal to the Original Agreement shall commence January 1, 2021 and terminate December 31, 2021.
2. The total reimbursement from the County to the Contractor for the term of this Second Renewal shall not exceed eighty thousand dollars (\$80,000.00).

3. All other terms of the Original Agreement remain in effect without change or alteration.

IN WITNESS WHEREOF, the County and the Contractor have signed this Second Renewal on the date stated.

Resource Center for Independent Living, Inc.

  
COO (for ZM)  
Zvia McCormick  
Chief Executive Officer

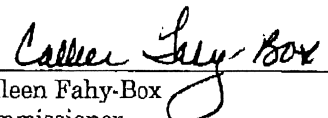
Date: 4/30/2021

County of Oneida

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

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

Oneida County Department of Family and Community Services

  
Colleen Fahy-Box  
Commissioner

Date: 5/7/21

Approved:

\_\_\_\_\_  
Kimberly A. Kolch  
Assistant County Attorney

AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the RESOURCE CENTER FOR INDEPENDENT LIVING, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York located at 401-409 Columbia Street, Utica, New York 13503, hereinafter known as the "CONTRACTOR," and the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501 by and through its OFFICE FOR THE AGING AND CONTINUING CARE located at 120 Airline Street, Suite 201, Oriskany, New York 13424 hereinafter collectively known as the "COUNTY." All parties to the Agreement shall be known individually as "PARTY" and collectively as the "PARTIES."

WITNESSETH:

WHEREAS, the COUNTY has the primary responsibility for the overall planning and coordination of COUNTY funds including the Federal Administration On Aging (AOA)-Older Americans Act Title III, Title V, New York State Office For the Aging (NYSOFA) - expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HICAP), Medicare Improvements for Patients and Providers Act (MIPPA), Senior Health Insurance Program (SHIP), and County of Oneida funds; and

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

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

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

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

Contract # 75227

1. TERM OF AGREEMENT

The term and conditions of this Agreement shall commence January 1, 2019 and terminate December 31, 2019.

2. AGREEMENT RENEWAL

A. At the COUNTY'S sole discretion, this Agreement may be renewed for an additional four (4) one-year terms.

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

3. SCOPE OF SERVICES

A. The CONTRACTOR shall, as part of the terms and conditions of this Agreement, comply with the State of New York's Social Adult Day Care Regulations, New York Executive Law, Chapter 11 Part 6654.20 (9 NYCRR 6654.20).

B. The CONTRACTOR shall provide Social Adult Day Care Services and PCA Level II Services (collectively, the "Services") to frail individuals ("Consumers") as authorized by the COUNTY and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

1. residing in rural areas,
2. with greatest economic need (with particular attention to low-income minority individuals);
3. with greatest social need (with particular attention to low-income minority individuals);
4. with severe disabilities; or
5. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The CONTRACTOR shall provide the Services in Oneida County.

D. The CONTRACTOR shall provide the Services pursuant to New York State laws, rules and regulations, including:

1. The Social Adult Day Care Program Regulations, New York Executive Law, Chapter 11 Part 6654.20 (9 NYCRR part 6654.20), which include:
  - i. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and

monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period.

- ii. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, eating; or needing supervision due to cognitive and/or psychosocial impairment.
  - iii. "Nutrition" means providing nutritious meals for Consumers who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the COUNTY; and offering snacks and liquids for all Consumers at appropriate times.
2. 18 NYCRR §505.14 and any New York State Department of Health regulations promulgated thereunder for PCA Level II Services (PCAI1).

E. The CONTRACTOR agrees that all Consumers shall receive Services only in accordance with an individualized written service plan that is based on the Comprehensive assessment for Aging Network Community-Based Long Term Care Services (COMPASS), and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.

F. The CONTRACTOR, upon approval by the COUNTY, shall provide personal care level 2 services (PCAI1) to the Consumers where indicated in their care plan.

G. As specified in State of New York's Social Adult Day Care Program Regulations, all of the CONTRACTOR'S Services personnel, both paid and volunteer, shall attend six (6) hours of training annually, and new program employees or volunteers shall receive at least twenty hours of group, individual and/or on-the-job training.

H. The CONTRACTOR'S personnel shall keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state, or national training is encouraged.

I. The CONTRACTOR and the COUNTY shall hold periodic coordinating meetings as needed.

J. The CONTRACTOR and the COUNTY shall work cooperatively to develop comprehensive Services for Oneida County.

K. The CONTRACTOR shall make a good faith effort to recruit interns from the local colleges' student intern programs.

4. PERFORMANCE OF SERVICES

A. The CONTRACTOR represents that the CONTRACTOR is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The CONTRACTOR shall use the CONTRACTOR'S best efforts to perform the Services such that the results are satisfactory to the COUNTY. The CONTRACTOR shall be solely responsible for communications with the Consumer or the Consumer's caregiver in order to determine the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The CONTRACTOR may, at the CONTRACTOR'S own expense, employ or engage the services of such employees, subcontractors and/or partners as the CONTRACTOR deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the COUNTY, and the COUNTY shall have no obligation to provide the Assistants with any salary or benefits. The CONTRACTOR shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the COUNTY, and in compliance with any and all applicable federal, state or local laws and regulations.

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

5. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all PARTIES that the COUNTY shall reimburse the CONTRACTOR for the Services which are provided in accordance with the terms and conditions of this Agreement, the CSEP, and the Caregiver Support III-E grants.

B. The COUNTY shall reimburse the CONTRACTOR fifteen dollars (\$15.00) per hour for each Consumer receiving Adult Day Care Services which shall include program, meals, and transportation. A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments at seven dollars fifty cents (\$7.50) per half hour when the Consumer is attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed seventy-five dollars (\$75.00) per Consumer, per day.

C. The COUNTY shall reimburse the CONTRACTOR twenty dollars (\$20.00) per hour for each Consumer that receives PCA11 services pursuant to this Agreement.



D. The total reimbursement for Services provided under this Agreement shall not exceed one hundred eight thousand five hundred dollars (\$108,500.00).

E. The COUNTY funds are contingent upon availability of state and County of Oneida funding; reimbursement shall be made in twelve (12) monthly installments upon submission of a COUNTY voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as APPENDIX C.

F. The COUNTY shall not be liable for any late fees or for any interest on late payments. The obligations of the PARTIES hereunder are conditioned upon the continued availability of New York State and COUNTY funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and COUNTY officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the COUNTY shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the COUNTY shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to termination and in no event will the COUNTY be responsible for any actual or consequential damages as a result of termination.

G. The COUNTY reserves the right to withhold payment under this Agreement due to the CONTRACTOR'S failure to properly perform its obligations under this Agreement. The COUNTY may withhold payment for including but not limited to:

1. defective Services;
2. third party claims;
3. failure of the CONTRACTOR to pay its subcontractors, if any;
4. damage to the COUNTY; or
5. failure to carry out the Services in accordance with this Agreement.

H. It is understood and agreed that the COUNTY shall not be responsible for any costs incurred by the CONTRACTOR prior to the effective date or following the termination date of this Agreement.

6. NO CLAIM FOR DAMAGE

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

7. EXPENSES

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

8. TRAINING

The CONTRACTOR shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

9. NON ASSIGNMENT CLAUSE

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the COUNTY.

10. SUBCONTRACTS

A. A subcontractor is a person who has an agreement with the CONTRACTOR to perform any of the Services.

B. The CONTRACTOR shall furnish to the COUNTY, prior to the execution of this Agreement, a list of names of subcontractors to whom the CONTRACTOR proposes to award any portion of the Services. The COUNTY shall be provided a copy of any and all agreement(s) between the CONTRACTOR and any subcontractors regarding the award of any portion of the Services within ten (10) days of their final execution.

C. Any agreements between the CONTRACTOR and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

11. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the CONTRACTOR and its Assistants to the COUNTY shall be that of Independent Contractors. The CONTRACTOR'S Assistants shall not be considered employees of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The CONTRACTOR, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in

accordance with such status; that they will neither hold themselves out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY.

B. The CONTRACTOR warrants and represents that it is in the business of offering the same or similar Services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The CONTRACTOR and the COUNTY agree that the CONTRACTOR is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.

C. The CONTRACTOR'S Assistants shall not be eligible for compensation from the COUNTY due to

1. illness;
2. absence due to normal vacation;
3. absence due to attendance at school or special training or a professional convention or meeting.

D. The CONTRACTOR shall be solely responsible for applicable taxes for all compensation paid to the CONTRACTOR or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the CONTRACTOR'S form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The COUNTY shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The CONTRACTOR shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

E. 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.

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

G. The CONTRACTOR shall comply with federal and state laws as supplemented in the Department of Labor Regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

12. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, AOA, the NYSOFA, and the COUNTY, more fully described in APPENDIX A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states "No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The CONTRACTOR shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The CONTRACTOR shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the NYSOFA and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined (i.e., "*This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.*"). The CONTRACTOR shall forward copies of all materials to the COUNTY at the end of each month.

F. The COUNTY shall conduct a program review to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

13. NYSOFA TERMS AND CONDITIONS

A. The CONTRACTOR agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
2. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
3. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et seq.)
4. Older Americans Act (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14803, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law

B. The CONTRACTOR, to the extent it has discretion regarding to whom it will provide Services, shall provide Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such

Services, and to meet specific objectives established by the COUNTY for providing Services to the above groups within Oneida County. The CONTRACTOR shall concentrate the Services on older adults in the targeted populations identified by the COUNTY following the methods the COUNTY has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

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

D. To the extent that the Agreement with the COUNTY is for a program or service funded under the COUNTY'S Area Plan, the CONTRACTOR agrees that it and any subcontractors shall perform such Services in accordance with the terms of the Area Plan. The COUNTY agrees to make the Area Plan available to the CONTRACTOR.

E. The CONTRACTOR agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the CONTRACTOR shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide Services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such Services; and meet specific objectives established by the COUNTY, for providing Services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

14. GREIVANCE PROCEDURES

The CONTRACTOR shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached in APPENDIX B.

15. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall keep CSEPA/IL-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts, attached as APPENDIX C.

C. The COUNTY shall be responsible for sending monthly donation letters and collecting Consumer contributions for all Consumers who attend Office for the Aging and Continuing Care funded Services. Any contributions received by the CONTRACTOR for Office for the Aging and Continuing Care funded Consumer, directly, will be reported and deducted on monthly vouchers by the CONTRACTOR.

D. The CONTRACTOR shall report to the COUNTY any and all additional moneys or program income (contributions, donations) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a COUNTY grant supported activity, or earned as a result of the COUNTY grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction A6A-PI-96-01, October 16, 1995.

E. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, and other grants within its program budget.

F. The COUNTY shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The CONTRACTOR shall agree to have an independent audit conducted for the contracted program if it has provided the Services to the COUNTY for two (2) years or more. A copy of the audit shall be submitted to the COUNTY upon completion of the program/fiscal audit conducted by the outside auditor.

H. The CONTRACTOR shall maintain fiscal records for six (6) years and shall make them available for COUNTY review upon request.

I. The CONTRACTOR shall cooperate with the close-out audit that is required when the Agreement is terminated.

J. The CONTRACTOR shall follow close-out procedures administered by the COUNTY in accordance with the 45 C.F.R. §75, et seq.

16. INDEMNIFICATION

A. The obligations of the CONTRACTOR under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of action, suits, claims or judgments arising, occurring or resulting from or out of the Services of the CONTRACTOR and its agents, servants, employees or Assistants, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CONTRACTOR or failure on the part of the CONTRACTOR to comply with any of the covenants, terms or conditions of the Agreement.

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

17. INSURANCE COVERAGE REQUIREMENTS

A. As part of its obligation to indemnify, defend, and hold harmless the COUNTY, its officers, agents, employees, as set forth above, the CONTRACTOR shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

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

C. Prior to the start of any Services, the CONTRACTOR shall provide certificates of insurance to the COUNTY. The certificates shall be on forms approved by the COUNTY. Acceptance of the certificates shall not relieve the CONTRACTOR of any of the insurance requirements, nor decrease the liability of the CONTRACTOR. The COUNTY reserves the right to require the CONTRACTOR to provide insurance policies for review by the COUNTY. The CONTRACTOR grants 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.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto Liability Policy, and Excess/Umbrella Policy. These certificates and the insurance policies required below shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which shall insure against liability for property damage and/or injury or death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

1. Coverage for the additional insured shall include completed operations,
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
3. The 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,
4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
5. The **CONTRACTOR** shall maintain CGL coverage for itself and all additional insureds for the duration of this Agreement and maintain completed operations coverage for itself and each additional insured for at least three (3) years after completion of the Services.

F. Business Auto Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount equal to or greater than One Million

Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The CONTRACTOR shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The CONTRACTOR shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Excess/Umbrella Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The CONTRACTOR shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

H. Professional Liability Insurance: The CONTRACTOR shall, during the term of this Agreement maintain a professional liability policy and will provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. Workers' Compensation and Employer's Liability Insurance: The CONTRACTOR shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

J. The CONTRACTOR shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the CONTRACTOR in the above Insurance Coverage Requirement paragraphs.

K. Payment(s) to the CONTRACTOR may be suspended in the event that the CONTRACTOR or its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The CONTRACTOR waives all rights against the COUNTY and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Auto Liability, Excess/Umbrella Liability, Professional Liability or Workers' Compensation and Employer's Liability Insurance maintained per requirements stated above.

18. REPORTING REQUIREMENTS

A. The COUNTY shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the definition of Services, April 2011, as established by the NYSOFA (96-PI-43).

B. The CONTRACTOR shall provide the COUNTY with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate Consumer records on each EISEP Consumer who receives Services through this program; the COUNTY shall have access to the Consumer records upon request; the COUNTY shall have ownership of all Consumer's records and files.

D. The CONTRACTOR shall comply with policies ensuring Consumer confidentiality, as established by the COUNTY, when information sharing between agencies is crucial to the Consumer's well-being and is needed to ensure effective Service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The CONTRACTOR shall provide the COUNTY with required monthly, periodic, and/or special reports and shall submit all reports to the COUNTY by the dates specified.

19. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the COUNTY shall coordinate referrals.

B. The CONTRACTOR and the COUNTY shall work with older persons, who are not eligible for Services under this Agreement, to obtain needed Services.

C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

20. AGREEMENT CANCELLATION

A. This Agreement may be cancelled by the COUNTY for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement. The CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the COUNTY reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement.

within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the COUNTY.

D. The CONTRACTOR shall coordinate with the COUNTY and other providers to ensure that any break in service to Consumers shall not be detrimental to the Consumers' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the Consumers' behalf.

21. ENTIRE AGREEMENT

A. This Agreement contains the binding Agreement between the PARTIES and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and this Agreement shall not be changed or modified except by a writing signed by all PARTIES.

C. 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 the same instrument.

22. INCORPORATION BY REFERENCE

All exhibits, addenda, appendices, and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

23. STANDARD ADDENDUM

The CONTRACTOR shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof as APPENDIX D.

24. CHOICE OF LAW/FORUM

A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

25. SUCCESSORS AND ASSIGNS

A. This Agreement shall be binding on and inure to the benefit of the PARTIES hereto and their respective heirs, legal or personal representation, successors and assigns.

26. NON WAIVER

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

27. SEVERABILITY

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

28. AUTHORITY TO ACT/SIGN

A. The CONTRACTOR hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by the CONTRACTOR of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the CONTRACTOR; no other action on the part of the CONTRACTOR or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the CONTRACTOR to enter into this Agreement, or to consummate the transactions contemplated herein.

29. ADVICE OF COUNSEL

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


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

RESOURCE CENTER FOR INDEPENDENT LIVING, INC.

  
\_\_\_\_\_  
Zvia McCormick, Chief Executive Officer


4/7/19  
\_\_\_\_\_  
Date

COUNTY OF ONEIDA

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

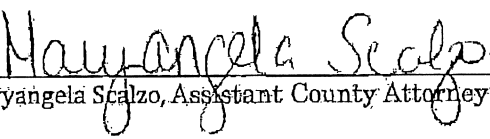
6/21/19  
\_\_\_\_\_  
Date

OFFICE FOR THE AGING AND CONTINUING CARE

  
\_\_\_\_\_  
Michael J. Romano, Director

4/17/19  
\_\_\_\_\_  
Date

Approved:

By:   
\_\_\_\_\_  
Maryangela Scalzo, Assistant County Attorney

6/20/19  
\_\_\_\_\_  
Date