

# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Timothy Julian  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION FOR THE April 13, 2022 MEETING

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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ANTHONY R. CARVELLI  
COMMISSIONER



ONEIDA COUNTY  
DEPARTMENT OF FINANCE

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

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

March 15, 2022

FN 20 22-105

Mr. John Zuchlewski  
Investment Consultant  
M&T Financial Services  
285 Delaware Ave – Suite 100  
Buffalo, NY 14202

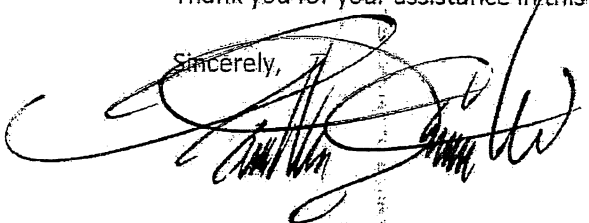
**READ & FILED**

Dear John,

The error in question appears to be minor, and I did not catch it either. Attached is a copy of the Board Resolution (Number 60, dated March 9, 2022) approving execution of the forms necessary to effectuate the conversion. As such, it would be my understanding that the technicality of duplicating the Capital account numbers would not preclude the proper application of the correct account number on the updated documents. Therefore, enclosed you will find a corrected copy pursuant within the purpose of Resolution #60. As per our discussion today, the enclosed updated documentation is the same in form and substance as what had been originally submitted to the Board, the notable exception being the entry of the correct account numbers associated with the two accounts. A copy will be provided to the legal department for their record. Also, by way of this letter, we will be asking the Clerk of the Board to include this communication in further Board correspondence to be Read & Filed.

Thank you for your assistance in this regard.

Sincerely,



Anthony Carvelli

cc: Gerald Fiorini, Chairman of the Board  
Anthony J. Picente Jr., County Executive  
Mike Billard, Clerk of the Board  
Peter Rayhill, County Attorney





ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

Date: March 1, 2022

FN 20 27-106

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

WAYS & MEANS

Honorable Members:

There is a need for additional funds in various salary and related personal services' accounts throughout the County for 2021. These transfer requirements have resulted from a variety of factors such as the settlement of several labor contracts, which resulted in the payment of retroactive wages to the employees covered by those agreements and the payment of overtime for special projects that may arise. The resulting payroll adjustments, as expected, caused budgetary shortages in many salary accounts, all of which are adequately covered by surpluses in other personal services' accounts.

Due to the need to close the 2021 accounting records, I ask that these transfers be acted upon at the March 9th meeting. I therefore request your Board approval for the following 2021 fund transfers:

TO:

Table with 2 columns: Fund Code and Amount. Rows include Board of Legislators, County Court, District Attorney, Public Defender, County Executive, Finance, Audit & Control, Budget Office, Purchasing, County Clerk, Law Department, and Board of Elections.

**Board of Legislators**

**February 1, 2022**

**Page 2**

AA# A1610.103 - Division of IT, Overtime.....	11,046.
AA# A1620.103 - DPW-Buildings and Grounds, Overtime .....	2,192.
AA# A1620.109 - DPW-Buildings and Grounds, Salaries-Other .....	388.
AA# A1670.101 - Central Print & Mail Services.....	1,265.
AA# A3020.102 - Emergency Svcs, Temporary Help.....	15,660.
AA# A3020.103 - Emergency Svcs, Overtime.....	31,455.
AA# A3110.101 - Sheriff-Administration, Salaries .....	1,645.
AA# A3111.103 - Sheriff-Stop DWI, Overtime.....	39,177.
AA# A3112.103 - Sheriff-Security, Overtime.....	9,505.
AA# A3112.107 - Sheriff-Security, Salaries-207-C Injury .....	11,436.
AA# A3113.101 - Sheriff-Special Initiatives, Salaries.....	11,262.
AA# A3113.103 - Sheriff-Special Initiatives, Overtime .....	25,278.
AA# A3117.103 - Sheriff-Court Attendants, Overtime.....	92,966.
AA# A3120.103 - Sheriff-Law Enforcement, Overtime .....	460,196.
AA# A3121.103 - Sheriff-SPO, Overtime.....	8,110.
AA# A3140.103 - Office of Probation, Overtime .....	8,381.
AA# A3140.109 - Office of Probation, Salaries-Other .....	5,816.
AA# A3141.101 - Domicile Restriction Program, Salaries.....	45,853.
AA# A3141.103 - Domicile Restriction Program, Overtime .....	2,335.
AA# A3142.101 - PINS Diversion Program, Salaries.....	19,953.
AA# A3142.103 - PINS Diversion Program, Overtime .....	16,366.
AA# A3144.101 - Raise the Age, Salaries.....	771.
AA# A3144.103 - Raise the Age, Overtime .....	512.
AA# A3150.101 - Sheriff-Jail Inmates, Salaries .....	233,157.
AA# A3150.103 - Sheriff-Jail Inmates, Overtime.....	2,207,307.
AA# A3150.107 - Sheriff-Jail Inmates, Salaries 207-C Injury.....	117,384.
AA# A4010.103 - Public Health-Health Administration, Overtime .....	19,875.
AA# A4012.103 - Public Health-Clinic, Overtime .....	33,351.
AA# A4015.101 - Public Health-Lead Screening, Salaries.....	854.
AA# A4015.103 - Public Health-Lead Screening, Overtime .....	675.
AA# A4018.103 - Public Health Administration, Overtime .....	34,978.
AA# A4020.103 - Public Health-COVID, Overtime.....	10,834.
AA# A4059.101 - Public Health-Early Intervention, Salaries.....	10,902.
AA# A4059.103 - Public Health-Early Intervention, Overtime .....	21,963.
AA# A4060.101 - Public Health-EHC Admin, Salaries.....	1,464.
AA# A4060.103 - Public Health-EHC Admin, Overtime .....	1,518.
AA# A4062.103 - Public Health-Lead Screening, Overtime .....	705.
AA# A4089.101 - Public Health-Immunization Action Plan, Salaries .....	33,246.
AA# A4089.103 - Public Health-Immunization Action Plan, Overtime.....	5,480.
AA# A4220.101 - Public Health-DOJ/IIR-OD Map Grant, Salaries.....	8,607.
AA# A4220.103 - Public Health-DOJ/IIR-OD Map Grant, Overtime .....	10,322.
AA# A4310.103 - Mental Health Administration, Overtime .....	340.
AA# A5620.103 - Department of Aviation, Overtime .....	26,631.
AA# A5620.109 - Department of Aviation, Salaries-Other .....	332.
AA# A6010.103 - Social Services Administration, Overtime.....	2,207.
AA# A6011.103 - Children & Adults services, Overtime.....	142,991.
AA# A6012.102 - Temporary Assistance, Temporary Help.....	16,815.
AA# A6014.103 - Employment Programs, Overtime.....	14,594.

**Board of Legislators**

**February 1, 2022**

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AA# A6015.101 - Home Energy Assistance Program, Salaries.....	5,556.
AA# A6015.103 - Home Energy Assistance Program, Overtime.....	1,043.
AA# A6510.101 - Veterans Service Agency, Salaries.....	39,638.
AA# A6510.103 - Veterans Service Agency, Overtime .....	66.
AA# A6510.109 - Veterans Service Agency, Salaries-Other .....	388.
AA# A6772.102 - Office for the Aging, Temporary Help.....	505.
AA# A6772.103 - Office for the Aging, Overtime.....	4,889.
AA# A6773.103 - Office for the Aging-Senior Nutrition, Overtime .....	953.
AA# A6774.102 - Office for Continuing Care, Temporary Help.....	4,727.
AA# A6774.103 - Office for Continuing Care, Overtime .....	6,444.
AA# A7310.101 -Youth Bureau, Salaries .....	386.
AA# A8020.103 - Planning, Overtime .....	4,655.
"A" Fund Total: \$	4,055,695.

AA# D3310.101 - Public Works Traffic Control, Salaries.....	1,499.
AA# D5010.101 - Highway & Bridges Administration, Salaries.....	3,409.
AA# D5010.103 - Highway & Bridges Administration, Overtime .....	2,682.
AA# D5020.101 - Engineering, Salaries .....	24,638.
AA# D5020.103 - Engineering, Overtime .....	15,848.
"D" Fund Total: \$	48,076.

AA# G8110.103 - W.P.C. - Administration, Overtime.....	\$ 3,994.
AA# G8140.101 - W.P.C. - Industrial Program, Salaries.....	517.
"G" Fund Total: \$	4,511.

AA# J6293.102 - Summer Youth Employment Program, Temporary Help.....	\$ 4,871.
AA# J6295.102 - Summer Youth Employment Program, Temporary Help.....	83,409.
AA# J6298.109 - Summer Youth Employment Program, Salaries-Others .....	5,750.
AA# J6300.102 - Workforce Development Administration, Temporary Help .....	20,914.
"J" Fund Total: \$	114,944.

AA# K8221.103 - K-Planning-Joint Activity, Overtime.....	7,287.
AA# K8221.109 - K-Planning-Joint Activity, Salaries-Others .....	1,265.
"K" Fund Total: \$	8,552.

**FROM:**

AA# A1010.103 - Board of Legislators, Overtime.....	4,964.
AA# A1171.109 - Law Department-Supp. Assigned Council, Salaries-Other.....	62,697.
AA# A1174.101 - Public Defender-OILS Hurrell Harring, Salaries .....	147,362.
AA# A1230.101 - County Executive, Salaries .....	20,262.
AA# A1311.101 - Finance-Treasury, Salaries.....	73,848.
AA# A1345.101 - Purchasing, Salaries .....	22,656.
AA# A1410.101 - County Clerk-Registrar, Salaries .....	36,300.
AA# A1411.101 - County Clerk-DMV, Salaries.....	115,517.
AA# A1420.101 - Law Department, Salaries .....	456,396.
AA# A1430.101 - Personnel, Salaries .....	6,376.
AA# A1450.101 - Board of Elections, Salaries .....	93,721.
AA# A1480.101 - Health Insurance Admin, Salaries.....	109,535.

**Board of Legislators**

**February 1, 2022**

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AA# A1610.101 - Division of IT, Salaries .....	227,259.
AA# A1620.101 - DPW-Building & Grounds, Salaries .....	82,357.
AA# A3020.101 - Emergency Svcs, Salaries .....	252,243.
AA# A3117.101 - Sheriff-Court Attendants, Salaries .....	129,292.
AA# A3120.101 - Sheriff-Law Enforcement, Salaries .....	86,734.
AA# A3121.101 - Sheriff-Special Patrol Officers, Salaries .....	340,957.
AA# A3140.101 - Probation-Office of Probation, Salaries .....	281,590.
AA# A3150.102 - Sheriff-Jail Inmates, Temporary Help .....	328,590.
AA# A4010.101 - Public Health-Health Administration, Salaries .....	96,815.
AA# A4012.101 - Public Health-Clinic, Salaries .....	96,568.
AA# A4018.101 - Public Health-Environmental Health, Salaries .....	144,916.
AA# A4092.109 - Public Health-Emergency Preparedness Prg, Salaries-Other .....	94,446.
AA# A4310.195 - Mental Health-Administration, Other Fees & Services .....	91,021.
AA# A5620.101 - Department of Aviation, Salaries .....	122,924.
AA# A6772.101 - Office for the Aging, Salaries .....	149,231.
AA# A6774.101 - Office of Continuing Care, Salaries .....	381,118.

"A" Fund Total: \$ 4,055,695.

AA# D5110.102 - Maintenance of Highways & Bridges, Temporary Help .....	45,777.
AA# D5110.103 - Maintenance of Highways & Bridges, Overtime .....	2,299.

"D" Fund Total: \$ 48,076.

AA# G8140.103 - W.P.C. - Industrial Program, Overtime .....	\$ 4,511.
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"G" Fund Total: \$ 4,511.

AA# J6300.101 - Workforce Development Admin, Salaries .....	\$ 10,301.
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AA# J6300.109 - Workforce Development Admin, Salaries-Other .....	11,936.
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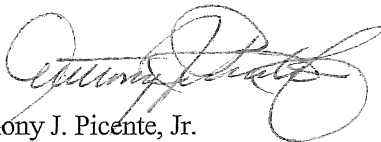
AA# J6303.102 - Workforce Development OC College Students, Temp. Help .....	92,707.
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"J" Fund Total: \$ 114,944.

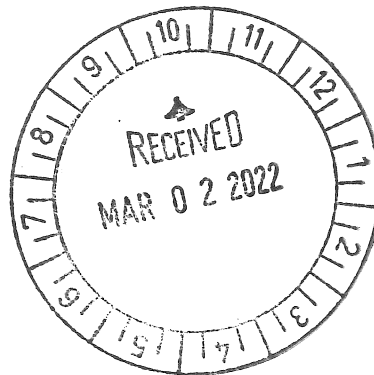
AA# K8221.101 - K-Planning, Salaries .....	8,552.
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"K" Fund Total: \$ 8,552.

Respectfully submitted,



Anthony J. Picente, Jr.  
Oneida County Executive



CC:County Attorney  
Comptroller  
Budget Director



## ONEIDA COUNTY BOARD OF LEGISLATORS

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George Joseph, Majority Leader  
7315 Merriman Road ♦ Clinton, New York 13323  
Phone: (315) 853-3006 ♦ Email: nrthstr40@aol.com

FN 20 22-107

January 27, 2022

Board of Legislators  
800 Park Avenue  
Utica, New York 13501

Honorable Members:

Pursuant to the Rules of the Board of Legislators, I am writing to advise that I hereby appoint Richard Flisnik as Assistant Majority Leader for the 2022-2023 term of this Board.

Said appointment is effective immediately.

Respectfully submitted,

George Joseph  
Majority Leader



**Memorializing Petition by  
Board of Legislators,  
Oneida County, New York**

FN 20 22 - 108

FN 2022-

A **MEMORIALIZING PETITION** urging the Governor and State Legislature to abandon the proposal from the State of the State Address to reunify SUNY Polytechnic Institute's College of Nanoscale Science and Engineering with the University of Albany.

**SPONSORS:** Messrs. Davis, Julian, Flisnik.

**WHEREAS**, on Feb. 2, 2022 Governor Hochul announced a proposal in the State of the State address to reunify SUNY Polytechnic Institute's College of Nanoscale Science and Engineering with the University at Albany; and

**WHEREAS**, established in 2014 the combined campuses provide a world class academic institution that provides essential academic and economic benefits to the Mohawk Valley and Central New York region; and

**WHEREAS**, the SUNY Polytechnic Institute has established itself as a regional asset that remains critical to the attraction and support of the semiconductor industry; and

**WHEREAS**, is essential to the economic development strategy to attract additional semiconductor investments at the Marcy Nanocenter; and

**WHEREAS**, the SUNY Polytechnic Institute's College of Nanoscale Science and Engineering's is integral to the development of the Marcy Nanocenter that has attracted \$1.5 billion to date in public and private investments with Wolfspeed and Danfoss Silicon Power; and

**WHEREAS**, Wolfspeed committed \$3.5 million in funding to SUNY Poly Foundation scholarships, including an endowed two faculty positions; and

**WHEREAS**, Wolfspeed committed additional funding for curriculum development and commitment to internships in partnership with Mohawk Valley Community College's developed Automation PILOT Training Center; and

**WHEREAS**, SUNY Poly is an essential partner of the Northeast Advanced Technological Education Center (NEATEC) for regional workforce development and training; and

**WHEREAS**, the decision to split the campuses fundamentally undercuts SUNY Poly's ability to follow through on commitments made to assist in the development of Innovare Advancement Center; and

**WHEREAS**, the Air Force Research Laboratory (AFRL), the Air Force, Wolfspeed, Rome Labs, the Innovare Advancement Center, and the Griffiss Institute have invested heavily in the growth of SUNY Poly and the economic advancement of the region; and

**WHEREAS**, to reunify SUNY Polytechnic Institute's College of Nanoscale Science and Engineering with the University at Albany would be to backtrack on predicated strategic partnerships for workforce and economic development in the Mohawk Valley and Central New York region; and

**NOW, THEREFORE, BE IT RESOLVED**, the Oneida County Board of Legislators calls on the Governor and State Legislature to discontinue the reunification of SUNY Polytechnic Institute's College of Nanoscale Technology and Engineering with the University at Albany; and

**BE IT FURTHER RESOLVED**, that the Clerk of the Legislature is hereby directed to forward copies of this petition to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart Cousins, Senate Minority Leader Robert G. Ort, state Senators Joseph A. Griffo and Rachel May, Assembly Speaker Carl E. Heastie, Assembly Minority Leader William Barclay, Assembly members Marianne Buttenschon, Brian D. Miller, Kenneth Blankenbush, Robert Smullen, and all others deemed necessary and proper.

Feb. 9, 2022.

Legislators Supporting Petition

Legislators Opposing Petition

Chad Dues

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

Caroline V. Keale

shad

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

Cynthia Holt

~~\_\_\_\_\_~~





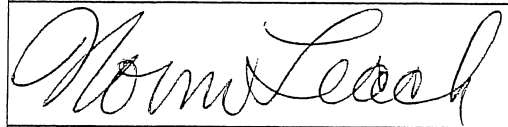

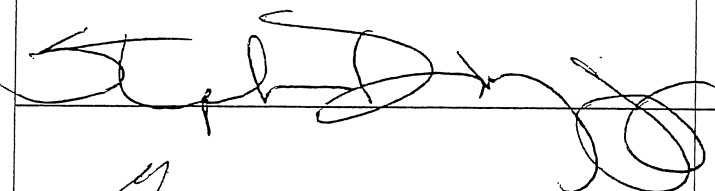
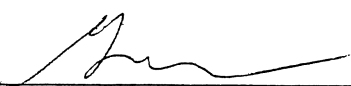

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

Steve Boucher

Bob Koenig MD



Legislators Supporting Petition	Legislators Opposing Petition
	
	
	
	
	
	
	
	
	

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



**ONEIDA COUNTY  
DEPARTMENT OF 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

Holly Bolton  
INTERIM DIRECTOR

FN 20 22-109

March 10, 2022

**PUBLIC SAFETY**

Mr. Thomas Keeler  
Budget Director  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

**WAYS & MEANS**

Re: Section 606 Reimbursement from Corrections – 2021

Dear Tom:

Enclosed is a letter to Mr. Picente, a proposed Board Letter, and a copy of our Voucher, however, I am not sending supporting information. Please advise if said information is necessary as I am concerned about confidentiality of the Offenders' names.

If approved, please forward packet to the County Executive's Office at your earliest convenience.

Thank you,

Tracy Hemming  
Probation Supervisor

TH/mp  
Enclosures

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

Anthony J. Picente, Jr.  
County Executive

Date 3-17-22



ONEIDA COUNTY  
DEPARTMENT OF PROBATION  
Boehlert Center at Union Station

ANTHONY J. PICENTE, JR.  
County Executive  
HOLLY BOLTON  
Interim Director

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)

February 15, 2022

Mr. Anthony J Picente, Jr.  
Oneida County Executive  
Oneida County Office Building, 10<sup>th</sup> Floor  
800 Park Avenue  
Utica, NY 13501

FN 20 22-110

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

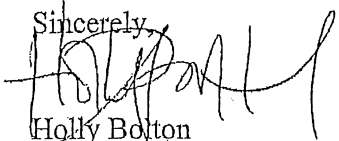
Enclosed in an Amended Raise the Age Grant which the New York State Division of Criminal Justice Services has awarded to our office in the amount of \$963,535.00. The grant period runs from April 1, 2018 to March 31, 2021. Matching funds are not required.

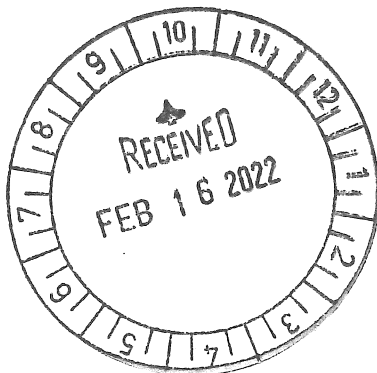
These grant funds initially were to be used for the hiring of one Probation Supervisor, one Probation Officer, and one Probation Assistant. Due to the volume of cases, funds have been added for another Probation Officer. In addition, we were awarded funds for travel and training expenses. Funds were also allocated to assist with alternatives to detention, to include electronic monitoring, program services, interpreter services, an a Family Engagement Specialist.

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

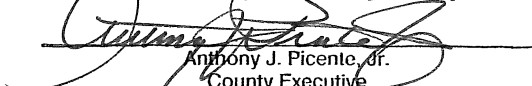
Thank you for your time and assistance in this matter.

Sincerely,

  
Holly Bolton  
Interim Probation Director



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

  
Anthony J. Picente, Jr.  
County Executive  
Date 2-16-22

Oneida Co. Department: Probation

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

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name and Address of Vendor:** New York State Division of Criminal Justice Services  
80 South Swan Street  
Albany, New York 12210-8001

**Title of Activity or Service:** Raise the Age Grant

**Proposed Dates of Operation:** April 1, 2018 – March 31, 2021

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

**Summary Statements:**

- 1.) **Narrative Description of Proposed Services:** This is an Amendment/Extension to the 2018-2020 RTA grant from which funds were to be used to hire one Probation Supervisor, one Probation Officer, and one Probation Assistant, together with covering the costs of onboarding these new employees, as well as travel and training fees. Funds were also allocated for alternatives to detention in the form of electronic monitoring, programming services, interpreter services, and the Family Engagement Services. Due to the volume of cases, funds have been added for another Probation Officer.
- 2.) **Program/Service Objectives and Outcomes:** The Raise the Age initiative is designed to treat 16 and 17 year olds as juvenile offenders. The goal of said initiative is to work with this age group in an effective manner to avoid future jail and/or prison, and make them responsible, crime-free adults.
- 3.) **Program Design and Staffing:** One Probation Supervisor, One Probation Officer, and One Probation Assistant.

**Total Funding Requested:** \$963,535.00                      **Account#:** A3144

**Oneida County Department Funding Recommendation:** \$963,535.00

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

**Cost Per Client Served:** NA

**Past Performance Data:** NA

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

<u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	<u>NYS COMPTROLLER'S NUMBER:</u> C524058 (Contract Number)  <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501-2939	<u>TYPE OF PROGRAMS:</u> Raise the Age <u>DCJS NUMBERS:</u> RT19524058 RTA9524058 <u>CFDA NUMBERS:</u>
<u>INITIAL CONTRACT PERIOD:</u> FROM 04/01/2018 TO 03/31/2020 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$535,975.00	<u>AMENDED CONTRACT PERIOD:</u> FROM 04/01/2018 TO 03/31/2021 <u>FUNDING AMOUNT FROM AMENDED PERIOD:</u> \$963,535.00
<u>TRANSACTION TYPE:</u> Amendment	<u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.
<u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000 <u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. <u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u>  <div style="border: 1px solid black; padding: 2px; font-size: small;"> Contractor has _____ has not _____ timely  filed with the Attorney General's Charities  Bureau all required periodic or annual written  reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A1 Master Grant Agreement & Program Specific Terms and Conditions <input type="checkbox"/> APPENDIX A2 Federally Funded Grants Special Conditions <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input checked="" type="checkbox"/> Other (Identify)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this MASTER GRANT on the dates of their signatures.	
<u>NYS Division of Criminal Justice Services</u> BY: _____, Date: _____ Office of Program Development and Funding <u>State Agency Certification:</u> In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. <u>GRANTEE:</u> In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions. BY: Hon. Anthony J. Picente jr., County Executive Date: _____	
ATTORNEY GENERAL'S SIGNATURE  Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller  Title: _____ Date: _____

**Award Contract**

**Project No.**  
RT19-1039-D01

**Grantee Name**  
Oneida County

02/14/2022

**APPENDIX B - Budget Summary by Participant**

Oneida County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Probation Assistant	1	\$55,545.00	\$55,545.00	\$55,545.00	\$0.00
Justification: 1 probation assistant hired 10/1/18. 2018-19 total cost: \$28,437.19 (salary \$18,515). 2019-20 term total: \$56,874.38 (salary \$37,030)						
2	Probation Supervisor	1	\$64,562.00	\$64,562.00	\$64,562.00	\$0.00
Justification: 1 Supervisor hired 10/1/18. 2018-19 term total cost 6 months: \$33,053.50 (salary \$21,520.50). 2019-20 term total cost: \$66,106.67 (salary- \$43,041)						
3	Probation Officers	1	\$110,261.00	\$110,261.00	\$110,261.00	\$0.00
Justification: 1 PO hired 10/1/18, total cost 2018-19 term: \$30,790.9 (salary \$20,047.50). Total cost 2019-20 term: \$61,581.91 (salary \$40,095). 1 PO hired 1/1/19, total cost 2018-19 term- \$15,395.49, (salary \$10,023.75). Total 2019-20 term: \$61,581.91 (salary \$40,095)						
Total				\$230,368.00	\$230,368.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Probation Officers Fringe	1	\$59,089.00	\$59,089.00	\$59,089.00	\$0.00
Justification: 1 Po hired 10/1/18, total cost 2018-19 term: \$30,790.95 (fringe \$10,743.46). Total cost 2019-20 term: \$61,581.91 (fringe \$21,486.91). 1 PO hired 1/1/19, total cost 2018-19 term- \$15,395.49 (fringe \$5,371.73). Total 2019-20 term: \$61,581.91 (fringe \$21,486.91)						
2	Probation Supervisor Fringe	1	\$34,598.00	\$34,598.00	\$34,598.00	\$0.00
Justification: 1 Supervisor hired 10/1/18, 2018-19 total cost: \$33,053.33 (fringe- \$11,532.83). 2019-20 total cost: \$66,106.67 (fringe- \$23,065.67)						
3	Probation Assistant Fringe	1	\$29,767.00	\$29,767.00	\$29,767.00	\$0.00
Justification: 1 probation assistant hired 10/1/19- 2018-19 total cost: \$28,437.19 (fringe- \$9,922.19). 2019-20 total cost: \$56,874.38 (fringe- \$19,844.38)						
Total				\$123,454.00	\$123,454.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Equipment / Onboarding for Probation Officers	1	\$4,890.00	\$4,890.00	\$4,890.00	\$0.00
Justification: Funds to cover onboarding costs for 2 PO's due to RTA related expenses, to include but not limited to, desktop computers, desks, filing cabinets, chairs, bulletproof vests.						
Total				\$4,890.00	\$4,890.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel and Training	1	\$8,923.00	\$8,923.00	\$8,923.00	\$0.00
Justification: Funds to cover the cost of hotel, parking, food and mileage for 2 PO's to attend OSST/FFP training.						
Total				\$8,923.00	\$8,923.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Alternatives to Detention	1	\$60,030.00	\$60,030.00	\$60,030.00	\$0.00
Justification: Funds to cover electronic monitoring costs for 16 and 17 year old matters to serve approximately 30 youths (2018-19) and approximately 60 youths (2019-20) at \$667 per youth.						
2	Program Services- Vocational/Education/Employment	1	\$42,000.00	\$42,000.00	\$42,000.00	\$0.00
Justification: Funds to cover the costs for Career University. To serve approximately 20 youths (2018-19) and 40 youths (2019-20) at approximately \$700 per youth.						
3	Program Services- Low Intensity Interventions	1	\$40,000.00	\$40,000.00	\$40,000.00	\$0.00
Justification: Funds to cover the costs of Mediation, to serve approximately 15 youths at \$1,333.33 per youth (2018-19) and approximately 30 youths at \$666.66 per youth (2019-20).						
4	Interpreter Service	1	\$5,250.00	\$5,250.00	\$5,250.00	\$0.00
Justification: Interpreter to serve approximately 5 youth (2018-19) and approximately 10 youth (2019-20). Approximately 10 hours of interpretation at \$35 per hour.						
5	Parent Advocacy	1	\$21,060.00	\$21,060.00	\$21,060.00	\$0.00
Justification: Family engagement specialist to serve approximately 45 youth (2018-19) and approximately 90 youth (2019-20), \$156 per youth.						
Total				\$168,340.00	\$168,340.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$535,975.00	\$535,975.00	\$0.00

- Version 2

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
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1	Probation Supervisor	1	\$75,025.00	\$75,025.00	\$75,025.00	\$0.00
Justification: 1 PO Supervisor 2019-20 term total cost: \$43,041 2% salary increase for 2020-21 term. The Supervisor in this position is scheduled to make an average of \$75,025.00 in 2020-2021.						
2	Probation Officers	1	\$87,774.00	\$87,774.00	\$87,774.00	\$0.00
Justification: 2 POs annual salary approximately \$40,095. Total cost: \$80,190. 2% salary increase for 2020-21 term. Presently the Officer in this position is scheduled to make an average of \$46,467.00 in 2020 - 2021. In addition, the starting salary for this position in Oneida County is \$41,307.00. We hope to fill this slot in 2021.						
3	Probation Assistant	1	\$40,292.00	\$40,292.00	\$40,292.00	\$0.00
Justification: 1 probation assistant for the 2019-20 term total: \$37,030. 2% salary increase for 2020-21 term. The Probation Assistant is scheduled to make an average of \$40,292.00 in 2020-2021.						
Total			\$203,091.00	\$203,091.00	\$203,091.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Probation Assistant Fringe	1	\$21,412.00	\$21,412.00	\$21,412.00	\$0.00
Justification: 1 Probation Assistant fringe total cost: \$19,844.38. Increased fringe by 2% for 2020-21 term. Present Probation Assistant - \$21,412.00						
2	Probation Officers Fringe	1	\$46,644.00	\$46,644.00	\$46,644.00	\$0.00
Justification: Funds will be used to cover the fringe of 2 Probation Officers, \$21,487 each, \$42,974 total, approximate for one year. Increased fringe by 2% for 2020-21 term. Present PO - \$24,693.00. New PO at starting PO salary - \$21,951.00						
3	Probation Supervisor Fringe	1	\$39,869.00	\$39,869.00	\$39,869.00	\$0.00
Justification: Funds to be used to cover the fringe of 1 Senior Probation Officer, approximate for one year- \$23,066. Increased fringe by 2% for 2020-21 term. Present Probation Supervisor - \$39,869.00.						
Total			\$107,925.00	\$107,925.00	\$107,925.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel and training	1	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00
Justification: Travel and training funds to cover 2 PO's attending OSST/FFP training removed, to have been completed in 2019-20 term. Travel and training funds to cover 1 new RTA Probation Officer in 2021. There were never 2 PO's sent in 2019. \$4,000.00. Funds for RTA Officers and Assistant to perform home visits with the use of their personal vehicles at \$57.5 cents per mile reimbursement. \$2,000.00						
Total			\$6,000.00	\$6,000.00	\$6,000.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Parent Advocacy	1	\$19,024.00	\$19,024.00	\$19,024.00	\$0.00
Justification: Family engagement specialist to serve approximately 90 youth (2019-20), \$156 per youth. Maintained number of youth and cost from 2019-20. Add third day. This endeavor will serve approximately 120 youth during this time period. \$19,024.00 Maintained number of youth and cost from 2019-20. Add third day. This endeavor will serve approximately 120 youth during this time period. \$19,024.00.						
2	Alternatives to Detention	1	\$40,020.00	\$40,020.00	\$40,020.00	\$0.00
Justification: Funds to cover electronic monitoring costs for 16 and 17 year old matters to serve approximately 60 youths (2019-20) at \$667 per youth. Maintained number of youth and cost from 2019-20.						
3	Interpreter Service	1	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00
Justification: Interpreter to serve approximately 10 youth (2019-20). Approximately 10 hours of interpretation at \$35 per hour. Maintained number of youth and cost from 2019-20.						
4	Program Services: Vocational/Educational/Employment	1	\$28,000.00	\$28,000.00	\$28,000.00	\$0.00
Justification: Funds to cover the costs for Career University. To serve approximately 40 youths (2019-20) at approximately \$700 per youth. Maintained number of youth and cost from 2019-20.						
5	Program Services: Low Intensity Interventions	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Justification: Funds to cover the costs of Mediation, to serve approximately 30 youth at \$666.66 per youth (2019-20). Maintained number of youth and cost from 2019-20.						
Total			\$110,544.00	\$110,544.00	\$110,544.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$427,560.00	\$427,560.00	\$0.00

Oneida County Probation Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$963,535.00	\$963,535.00	\$0.00

**Project No.**  
RT19-1039-D01

**Grantee Name**  
Oneida County

02/14/2022

NEW YORK STATE

DIVISION OF CRIMINAL JUSTICE SERVICES

GRANT CONTRACT

APPENDIX A-1

This Contract is hereby made by and between the State of New York acting by and through the New York State Division of Criminal Justice Services (DCJS or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

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

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

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

STATE STANDARD TERMS AND CONDITIONS

#### I. GENERAL PROVISIONS

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

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by the contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.



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

**C. Order of Precedence:**

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

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendix B, Appendix C and Appendix D
4. The Face Page
5. Appendix B, Appendix C and Appendix D
6. Modification to Appendix A-1
7. Other appendices, including, but not limited to, the request for proposal or program application

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

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Program Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in this Appendix in Section V(C) herein.

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

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

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

**J. Notice:**

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

a) by certified or registered United States mail, return receipt requested,

b) by facsimile transmission,

c) by personal delivery,

d) by expedited delivery services, or

e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in this Appendix in Section V(A)(1).

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

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

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

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

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

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

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

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

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

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

**S. Reciprocity and Sanctions Provisions:** 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 (Program Work Plan) 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 (Program Work Plan) hereto.

## II. TERM, TERMINATION AND SUSPENSION

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

### B. Renewal:

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

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

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

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

notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

## **C. Termination:**

### ***1. Grounds:***

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### ***2. Notice of Termination:***

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

- (i) personal messenger service, or
- (ii) certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

a) the repayment to the State of any monies previously paid to the Contractor, or

b) the return of any real property or equipment purchased under the terms of the Contract, or

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

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

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

## **III. PAYMENT AND REPORTING**

### **A. Terms and Conditions:**

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approvals of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting 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 (Program Work Plan).

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 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 (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 (Program Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Program Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

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

**E. Refunds:** 1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Section V(A)(2).

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

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

#### **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting 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 (Program Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in 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 (Program Work Plan).

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 (Program Work Plan) as applicable:

(i) *Progress Reports*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Program Work Plan). 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 (Program Work Plan) as applicable, and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Appendix C (Payments and Reporting Schedule) and Appendix D (Program Work Plan) 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 or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### **C. Use of Material, Equipment, or Personnel:**

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

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

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

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

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

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

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

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

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

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

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

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

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

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of the most recent versions of the *DOJ Grants Financial Guide*.

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

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

## **E. Records and Audits:**

### **1. General:**

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

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

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

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

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

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

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

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

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

## **2. Cost Allocation:**

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

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

**3. Federal Funds:** For records and audit provisions governing Federal funds, please see Appendix D (Program Work Plan).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

## **G. Publicity:**

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

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

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

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

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

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

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

**J. Equal Opportunities for Minorities and Women, Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency, or (ii) a



written agreement in excess of \$100,000 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, or (iii) a written agreement in excess of \$100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status,

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts,

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation,

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

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

The Contractor shall include the provisions of subclauses 1-5 of this Section IV(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract, or (ii) unemployment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

#### **L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers' Compensation insurance requirement they must apply for an exemption.

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

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

1. Any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency,

2. Any debts owed for UI contributions, interest, and/or penalties,

3. The history and results of any audit or investigation, and

4. Copies of wage reporting information.

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

#### **N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge,

truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a) to require updates or clarifications to the Questionnaire upon written request,

b) to inquire about information included in or required information omitted from the Questionnaire,

c) to require the Contractor to provide such information to the State within a reasonable timeframe, and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor, and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

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

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof, or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a

preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination and shall provide the Contractor with an opportunity to be heard.

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

**P. Consultant Disclosure Law:[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 contact to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

*[7 - Not applicable to not-for-profit entities.]*

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

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

## V. AGENCY SPECIFIC TERMS AND CONDITIONS

### A. Designees

1. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

2. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1), refunds shall be submitted to:

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

3. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Contract.

#### **B. Contractual Obligations**

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

#### **C. Budget Amendments**

Budget amendments for expenditure-based contracts are governed in accordance with Section I(B) of this Appendix and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

1. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

2. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget modifications involving amounts above the thresholds established in preceding paragraphs a. and b., including multiple budget modifications that cumulatively exceed the thresholds provided, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs a. or b., such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

3. Grant Amendment Request (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes and shall not exceed the total maximum award amount delineated in the Contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45-day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

#### **D. Time and Effort Reporting**

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

#### **E. Space Rental**

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

#### **F. Employment of a Consultant**

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

1. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

2. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section V(G) (Procurement) presented below.

3. A Contractor who proposed to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

4. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved,

services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

## **G. Procurement**

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

1. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.
2. A Contractor that is a not-for-profit organization shall make all procurements as noted below:
  - a) If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
  - b) A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
  - c) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.
  - d) Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
3. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.
4. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services, equal provision of information to all interested parties, reasonable deadlines, sealed bids opened at one time before a committee who will certify the process, establishment of the methodology for evaluating bids before the bids are opened, and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.
5. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request.

## **H. Participation by Minority Group Members and Women with Respect to Grant Contracts: Requirements and Procedures (state-funded grants only)**

## 1. General Provisions

- a) The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state contracts as defined therein, with a value (1) in excess of \$25,000 labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b) The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority group members and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.
- c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section V(H)(7) of this Appendix or enforcement proceedings as allowed by the Contract.

## 2. Contract Goals

- a) For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which is specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.
- b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250, (212) 803-2414, or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.
- c) Where the MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

## 3. Equal Employment Opportunity (EEO)

- a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- b) Contractor shall comply with the following provisions of Article 15-A:
- i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are



afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

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

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

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

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

#### c) Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of \$250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

#### d) Workforce Employment Utilization Report

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

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

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's

and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

#### 4. MWBE Utilization Plan

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

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

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### 5. Waivers

a) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

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

#### 6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### 7. Liquidated Damages - MWBE Participation

a) Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding

constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

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

i. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals, and

ii. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

#### 8. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

a) M/WBE

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

i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

ii. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

iv. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to enhance their participation.

v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

vi. Ensure that progress payments to M/WBEs are made on a timely basis so that financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

b) EEO

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

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

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

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

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

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

## **I. Equipment Inventory**

Applicable equipment purchased with funds provided by this Contract as listed in Appendix B, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

## **J. Accounting and Audits**

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

2. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

3. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

4. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

5. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

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

#### **K. Non-Compliance**

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

#### **L. Program Income**

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

#### **M. Lapsing Appropriations**

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

## **N. Refunds**

If at the end of this Contract there remains any unexpended balance of the monies advanced under this Contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the **State of New York** and return it to the DCJS Office of Financial Services at the address in Section V(A)(2) of this Appendix with its final fiscal cost report by the last day of the month following the end of the Contract period.

## **O. Limit on Overtime Earnings**

If Appendix B makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

## **P. Subawards/Subcontractor**

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

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all Subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any Subcontractor.

The Contractor agrees that all Subcontractor agreements shall be formalized in writing between the parties involved, and shall include at a minimum:

- \* Activities to be performed,
  
- \* Time schedule,
  
- \* Project policies,
  
- \* Other policies and procedures to be followed,
  
- \* Dollar limitation of the agreement,

\* Appendix A-1, Appendix C, Certified Assurance for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension, and any special conditions set forth in Appendix D (Program Work Plan) of the Contract, and

\* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subawarded funds unless all expenditures by a Subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Appendix B.

#### **Q. Work Product Ownership and Distribution/DCJS Logo**

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJS may use any said materials, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

#### **R. Delayed Implementation**

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

#### **S. Changes at the Discretion of DCJS**

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

#### **T. Non-Supplanting**

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to funds that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

## **U. SAFETNet**

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

## **V. Compliance with New York State Policies and Standards**

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: <http://www.its.ny.gov/tables/technologypolicyindex.htm>.

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

1. New York State Criminal Justice Electronic Biometric Transmission Standard
2. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases
3. New York State Standard Practices for Fingerprinting Juveniles

The latest versions of these documents referenced above can be accessed on the DCJS website at:

<http://criminaljustice.ny.gov/advtech/ebts.pdf>

[http://criminaljustice.ny.gov/stdpractices/main\\_menu.htm](http://criminaljustice.ny.gov/stdpractices/main_menu.htm)

<http://www.criminaljustice.ny.gov/stdpractices/jj/nys-standard-practices-for-processing-fingerprinting-juveniles.pdf>

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

## **W. IJPortal**

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

## **X. DCJSContact Directory**

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at <http://www.surveygizmo.com/s3/3351854/DCJS-Contact-Enrollment-Form>.



## **Y. Incident-Based Reporting (IBR)/UCR Data Entry Interface**

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

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

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

Instructions for accessing and submitting crime reports through the IJPortal can be found at:  
[http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr\\_refman/IJPortal-UCR-Data-Entry-Manual.pdf](http://www.criminaljustice.ny.gov/crimenet/ojsa/crimereporting-ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf).

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

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

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found online at:  
[http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic\\_violence\\_reporting\\_alert\\_5-08-08.pdf](http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf).

Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

## **Z. Publications**

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

## **AA. Sexual Harassment Prevention Policy Certification**

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State are required to submit a certification with every

bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-I, bidders responding to a competitively bid Request for Proposal (RFP) must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award, provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at <https://www.criminaljustice.ny.gov/ofpa/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 to forensic results committed by employees of the subcontractor. The contractor further agrees to require as a part of any agreement with a subcontractor that the subcontractor designate the Contractor as an agent to accept service for purposes of any investigation conducted by the Inspector General.

### **County Re-entry Task Force (CRTFs)**

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

### **Crimes Against Revenue Program (CARP)**

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

### **Gun Involved Violence Elimination (GIVE) Initiative**

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE guidance document.

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 SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

Participating police departments will develop writing protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year to year comparison of shootings and homicides for the current

GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

**Motor Vehicle Theft and Insurance Fraud (MVTIF) Program**

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation

**New York State Defenders Association (NYSDA)**

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

10/31/19 VERSION II.

Certified by - on

**Award Contract**

**Raise the Age**

**Project No.**  
RT19-1039-D01

**Grantee Name**  
Oneida County

02/14/2022

**APPENDIX 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/applicantgrntfrms.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 Lisa Zurek

Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

March 1, 2022

FN 20 22-114

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

**PUBLIC SAFETY**

WAYS & MEANS

Dear County Executive Picente,

The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2021, there was a profit of \$376,096. The profit, offset by the 2022 Budget amount of \$205,552 results in a 2022 Supplemental Appropriation of \$170,544. The supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission.

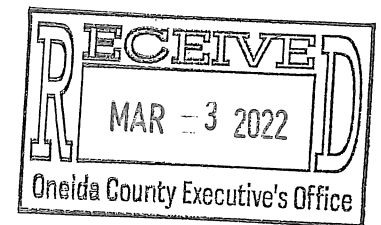
I respectfully request that this matter be acted on at the next Board of Legislator's meeting.

The 2022 Supplemental Appropriation request is as follows:

A3152.211 Office Equipment.....	\$20,000.
A3152.212 Computer Hardware.....	\$45,544
A3152.271 Recreational Equipment.....	\$10,000
A3152.295 Other Equipment.....	\$10,000
A3152.411 Office Supplies.....	\$ 5,000
A3152.471 Recreational Supplies.....	\$10,000
A3152.491 Other Materials & Supplies.....	\$20,000
A3152.492 Computer Software & Licenses.....	\$50,000

This appropriation will be supported by revenue in :

A1525 Prisoner Charges Commissary.....	\$170,544
----------------------------------------	-----------



**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

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi  
Chief Deputy Lisa Zurek



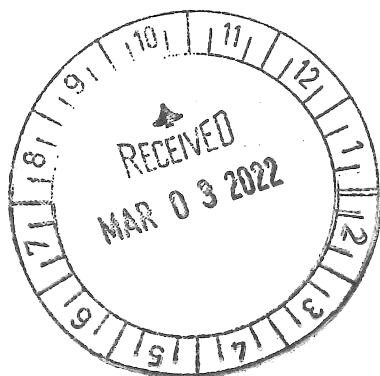
Chief Deputy Jonathan Owens  
Chief Deputy Derrick O'Meara

*Sheriff Robert M. Maciol*

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 3-3-22

**Administrative Office**

6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**

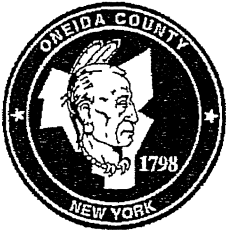
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**Civil Division**

200 Elizabeth Street Utica, NY 13501  
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Fax (315) 798-6495



ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER

ANTHONY J. PICENTE, JR.  
County Executive

EDWARD T. STEVENS  
Director

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

March 8, 2022

FN 20 20-112

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

**PUBLIC SAFETY**

**WAYS & MEANS**

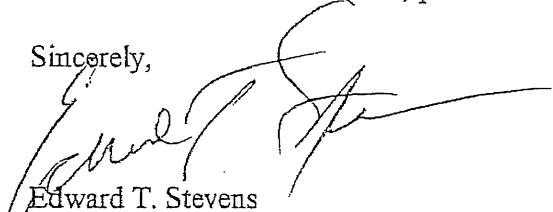
Dear County Executive Picente,

The Oneida County Department of Emergency Services requests to enter into a contract with Aviat US, Inc. for maintenance and technical support services for the microwave radio installation and equipment. The County has been utilizing Aviat technologies since 2018 to further the County's Emergency Communications System Upgrade Project. This contract will enable Aviat to continue to provide maintenance support on their equipment.

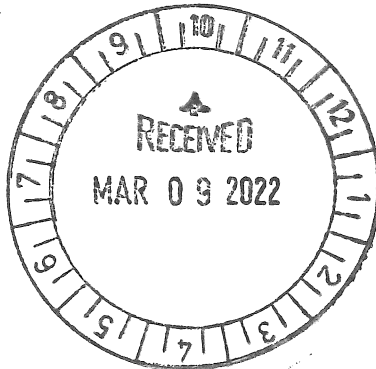
If you are in agreement with this contract, I respectfully request that you forward this contract to the Board of Legislators for their approval.

If I can be of further assistance, please feel free to contact me.

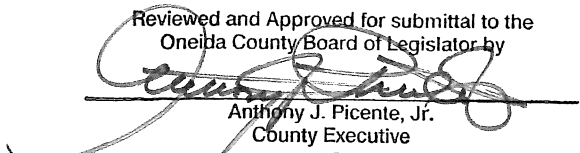
Sincerely,

  
Edward T. Stevens  
Director of Emergency Services

mle



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



Anthony J. Picente, Jr.  
County Executive

Date 3-8-22



Oneida Co. Department: OC Emergency Services

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Aviat U.S., Inc.  
860 N. McCarthy Blvd.  
Suite 200  
Milpitas, CA 95035

**Title of Activity or Service:** Warranty & support for microwave radio  
equipment

**Proposed Dates of Operation:** 1/1/2022 to 12/31/2022

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

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Warranty, maintenance, and technical support services for Aviat microwave radio equipment.
- 2) **Program/Service Objectives and Outcomes:** To provide 24/7 technical support to continue to further the County's Emergency Communications System Upgrade Project.
- 3) **Program Design and Staffing:** NA

**Total Funding Requested:** \$113,034.00

**Account #** A3020.493

**Oneida County Dept. Funding Recommendation:** \$113,034.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** The County has been utilizing Aviat technologies since 2018 to further the County's Emergency Communications System Upgrade Project. This enables Aviat to continue to provide maintenance support services.



# ONEIDA COUNTY EMERGENCY SERVICES

## AviatCare Services Contract

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## 1. EXECUTIVE SUMMARY

The included Aviat proposal specifies the services and responsibilities applicable to contract support of microwave and associated products from Aviat U.S., Inc. ("Aviat Networks" or "Aviat") and its partners. The Services listed in this proposal shall be governed by the terms and conditions set forth in this Agreement and the Aviat Global Support Guidelines ("Agreement"). Neither party is obligated to provide Services until the Agreement is executed by both parties and a Purchase Order has been issued. Any capitalized terms not defined herein shall have the meaning ascribed to it in the Agreement. Should a conflict exist between any other agreement between the parties and this Agreement, this Agreement shall control.

Pricing quoted as part of this proposal is valid for 60 days. Services are quoted and payable in US dollars and reflect the scope of work as specified within this proposal. The services listed below shall only be eligible for support, which includes any customer spares purchased under the included Aviat Networks Sales Order Numbers. Consumable items such as cables or batteries are excluded. Unless otherwise specified and additionally included, facility maintenance including but not limited to towers, shelters, air conditioners, generators and fuel storage are also excluded.

## 2. AVIATCARE SERVICES: MAINTENANCE COVERAGE ("Services")

Aviat Networks will provide the following services

- |                                                                          |                                                                 |
|--------------------------------------------------------------------------|-----------------------------------------------------------------|
| <input checked="" type="checkbox"/> Repair Services                      | <input checked="" type="checkbox"/> Network Monitoring 24x7     |
| <input checked="" type="checkbox"/> Advance Replacement                  | <input type="checkbox"/> Network Monitoring Nights and Weekends |
| <input checked="" type="checkbox"/> Repair Logistics Program             | <input type="checkbox"/> Remote Software Upgrade                |
| <input checked="" type="checkbox"/> Remote Technical Support 24x7        | <input type="checkbox"/> Performance Management                 |
| <input checked="" type="checkbox"/> ProVision Support                    | <input type="checkbox"/> Performance Optimization               |
| <input checked="" type="checkbox"/> Onsite Ground Corrective Maintenance | <input type="checkbox"/> Change Management                      |
| <input checked="" type="checkbox"/> Onsite Ground Preventive Maintenance | <input type="checkbox"/> Spares Management                      |
| <input type="checkbox"/> Onsite Tower Corrective Maintenance             | <input type="checkbox"/> Site Acceptance                        |
| <input type="checkbox"/> Onsite Tower Preventive Maintenance             | <input type="checkbox"/> Other                                  |
| <input type="checkbox"/> Hosted FAS                                      |                                                                 |

## 3 DURATION OF SUPPORT PERIOD

The support period of the Maintenance Level Agreement is provided in the table below:

	START	FINISH
REMOTE TECHNICAL SUPPORT 24 X 7	January 1, 2022	December 31, 2022
REPAIR SERVICES	January 1, 2022	December 31, 2022
PROVISION SOFTWARE SUPPORT	January 1, 2022	December 31, 2022
CORRECTIVE MAINTENANCE	January 1, 2022	December 31, 2022
PREVENTIVE MAINTENANCE	January 1, 2022	December 31, 2022
REMOTE MONITORING	January 1, 2022	December 31, 2022

#### 4. SUPPORT COSTS

<b>AviatCare Services</b>			
<b>WarrantyPlus Radio Services</b>			
<b>Services</b>	<b>Services Part Number</b>	<b>Product Qty</b>	<b>Annual Price</b>
<ul style="list-style-type: none"> <li>✓ Priority Technical Support: Available 24 X 7 (Unlimited)</li> <li>✓ AviatCloud Support Portal: Available 24 X 7 (Unlimited) Level 2</li> <li>✓ Repair Services: <ul style="list-style-type: none"> <li>➤ (Unlimited) 20 Calendar Day turnaround time</li> <li>➤ Advance Replacement 3-5 Calendar Day turnaround time</li> </ul> </li> <li>✓ Repair Logistics Program: Shipping covered by Aviat to and from customer site</li> </ul>	NA160104-35266 SO 2412928		
	SNA-BNWX1001238	• (24) IRU600	\$8,112
	SWW-BNWX1001248	• (22) CTR8540	\$9,768
	SWW-SPRFA4001248	• (22) MPLS Advanced Software Updates	\$8,580
	NA190607-38465 SO 2426902, 2428031, 2426902 Standard Warranty Expires 9/15/2023 Upgrades to WarrantyPlus		
	SNA-BWXX1001238	• (4) IRU600	\$540
	SWW-BWXX1001248	• (6) CTR8540	\$936
	SWW-SPRFAF001248	• (6) MPLS Advanced Software Updates	\$420
	NA200225-31319 SO 2428032		
	SWW-BNWX1001248	• (1) CTR8540	\$444
SWW-SPRFA4001248	• (1) MPLS Advanced Software Updates	\$390	
<b>Software Support: ProVision (Expires June 3, 2021)</b>			
<ul style="list-style-type: none"> <li>✓ Provide general availability releases and product updates to the Customer free of charge during the coverage period</li> </ul>	SWW-PV85G2XX1299	• (1) ProVision Software Support	\$6,000
<b>Annual Preventive and Corrective Maintenance</b>			
Ground Preventive Maintenance - Annual per Site Visit	SWW-MSPMXX001299	<ul style="list-style-type: none"> <li>• (13) Sites 911 Center, COB, Burrstone Road, Higby Road, Bridge Water, Mutton Hill, Rome, Florence, Steuben, County Bldg 100, Lydon (new) (NA160104-35266) New Add: Verona (NA200225-31319)</li> </ul>	\$21,060
Corrective Maintenance - Annual Visit <ul style="list-style-type: none"> <li>➤ Emergency Onsite Ground Crew - 4 Hour SLA (Critical Alarms)</li> <li>➤ (12) Callouts</li> </ul>	SWW-MSCMXX001299		\$17,820

Remote Monitoring			
✓ Remote Monitoring Around-the-clock monitoring (24 X 7 X 365) via the Aviat Networks secure Network Operation Center (NOC)	SWW- MSXXE2XX1299	• (14) INUe • (23) CTR8540	\$27,750
		• (12) Dehydrators	\$2,400
		• Annual Fee: NOC C891F Router	\$750
Managed FAS Expert System			
✓ Managed FAS ➤ Custom built to monitor and detect interference ➤ Alert and notification of links affected by interference ➤ Weekly interference report ➤ Monthly Consolidation Report	SWW- MSFAS7XX1299	FAS Software & Support, per link (8) MW hops *See link list below	\$8,064
		<b>Total number of 6 Ghz hops: (8)</b>	
		Steuben to Booneville	Kirkland to Bridge Water
		Steuben to Florence	Bridge Water to Higby Rd.
		Rome to OC BLDG.	County Office BLDG. to Primary 911
		OC BLDG. to Kirkland	Florencia to Pompey Hill
<b>AviatCare Total Warranty Support and Managed Services (1/1/2022-12/31/2022)</b>			<b>\$113,034</b>

#### 4.1 OPTIONAL AND TRUE-UP SUPPORT FEES:

Aviat Networks quotes onsite support services based on the following factors: network configuration, number of dispatches for the duration of a contract, number of hours onsite per dispatch, tower crew mobilization/demobilization, spares availability, and any specialized site access requirements.

Aviat Networks offers customers the option, where available, to purchase one-time support services which are invoiced at the time of service request. In addition, Aviat can supply onsite support services in excess of negotiated contract terms where the number of dispatch requests exceed the number of quoted dispatches during a given contract period, Aviat Networks will invoice the customer for the additional services (True-up) at the time of dispatch request. Fees for one-time and True-up callouts are listed below.

Optional, One-Time & True-Up Managed Services Fees:		
Managed Network Service: Miscellaneous, Additional Ground Dispatch (Onsite Corrective and Preventive Maintenance)	SWW- MSGENXX10199	Per Occurrence \$2,080
Managed Network Service: Miscellaneous, Additional Tower Dispatch (SLA restrictions apply)	SWW- MSGENXX20199	Per Occurrence
- Emergency		\$11,000
- Non-Emergency		\$ 8,333

Managed Network Service: Miscellaneous, Material	SWW- MSGENXX30199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Travel	SWW- MSGENXX40199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Special Site Access Equipment	SWW- MSGENXX50199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Site Power Support	SWW- MSGENXX60199	Per Occurrence Time and Materials
Miscellaneous, Misc Extra Onsite Work	SWW- MSGENXX70199	Per Occurrence Time and Materials

## 4.2 SERVICE LEVEL SUPPORT DESCRIPTION

### Access to Aviat Networks Customer Online Technical Support Site

The Customer will have access to the Aviat Networks Customer Online Technical Support web site 24/7 for a variety of tools and support services. Tools/support services include the following:

1. RMA Request & Status Updates.
2. RMA Reporting such as repair turnaround time performance.
3. Technical Support such as Service Request opening, reporting and status.
4. Information such as technical notes, frequently asked questions, solutions for commonly asked technical or operational issues.
5. Software Downloads.
6. Sales Order tracking and status (Eclipse Only).

URL: <http://www.aviatcloud.com/>

### 4.2.1 REPAIR SERVICES

Repair services are available to the Customer during the standard manufacturing equipment warranty period which includes any repair or replacement of defective units during the stated warranty period. Additional charges may apply during the warranty period for customers returning a high volume of No Fault Found units, require advance replacements, or a non-repairable units. Prior to the warranty period

expiring, customers may procure ongoing access to this support service through the purchase of an extended warranty program or through one of our AviatCare Maintenance support offerings. Otherwise the Repair service is made available for out of warranty products through a Per Incident billing process that can be enabled through our regional RMA Desk. See further details on how repair services are provided below.

All equipment under this specific Maintenance Level Agreement shall be covered with our standard Repair / Replace policy. There is no limit to the number of units returned for repair but customers are subject to the same limitations for No Fault Found (NFF), damaged beyond repair units, and non-returned Advance Replacement units where additional charges may apply:

- a) **Repair Center Support.** Customer shall place all RMA requests at the following link: [https://aviatcloud.com/rma\\_tracking.asp](https://aviatcloud.com/rma_tracking.asp). This link is available for use 24 hours a day, 7 days a week. Customers can also email or fax RMA requests to the appropriate Aviat Networks Repair Center. Aviat Networks will typically fax or email a confirmation with an RMA reference number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.

In order for Aviat Networks to process an RMA request, the customer must provide the following information:

- Company name;
- Shipping and billing address;
- Part Number;
- Serial Number of the defective unit(s)
- Unit software load;
- Description of the suspected failure;
- Whether any special requirements exist;
- Maintenance Level Agreement contract number (if applicable); and
- Provide a purchase order at the applicable price for billable requests. Billable requests include any request for express service regardless of warranty status. Contact your local Aviat Networks Repair Center for price information.

- b) **Turnaround Time.** Aviat Networks will provide a Turnaround time on repair as per the following:

- 20 Calendar Day turnaround time on Aviat Networks manufactured equipment
- 45 Calendar Day turnaround on Aviat Networks Manufactured Discontinued equipment

- c) **Turnaround Time Calculation.** Turnaround time is measured from the time that a returned unit is received at the Aviat Networks Repair Center, which will be advised at time of issuing a RMA, until the time the unit is shipped from the Aviat Networks Repair Center. Thus, the measurement of turnaround time does NOT begin when a returned unit is shipped from the customer's premises and does NOT include the shipping time accrued after the returned unit is shipped from the Aviat Networks Repair Center to the Customer's premises. Additionally, turnaround time will not be guaranteed in the following situations:

- If more than five (5) Units of the same type or more than ten (10) Units of any type are received at the same time.
- Missing information such as failure details, return shipping address, shipping instructions and/or any other information that may affect the start of the repair process of the shipment of the Returned Unit as the repair completed.
- Any returned unit is deemed No Fault Found.
- Any returned unit received due to any of the reasons listed in the Exclusions from Repair & Return Clause of this Section.
- Any returned unit received improperly packaged and therefore sustained physical or electrostatic damage in shipping.
- Returned units placed in Isolation.

- Event of Excusable Delay as described under the Excusable Delay clause of the Additional Terms & Conditions section of this Agreement.
- d) **OEM.** For OEM, repair turnaround times are set by the OEM supplier. Aviat Networks close working relationship with OEM suppliers assures the best possible turnaround time. These times will be communicated to customer at time of RMA issuance. Excludes Tower repair.
- e) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of units shipped to Aviat Networks, the Customer must provide a detailed packing list and commercial (Proforma) invoice to support the delivery. Each commercial invoice must clearly state the full description, the value of each unit and the RMA number. Once a unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the commercial invoice and airway bill number pertaining to the shipment.
- f) **Exclusions from Repair & Return.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:
- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
  - Modifications, alterations, or repairs made other than by Aviat Networks.
  - Damages by persons other than Aviat Networks or its authorized service providers.
  - Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
  - Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
  - Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
  - Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
  - Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.

Repairs necessitated during the Agreement period by any of the above causes may be made by Aviat Networks, and the Customer shall pay Aviat Networks' standard charges for time and materials, together with all shipping and handling charges arising from such repairs.

- g) **Stockpiling of Failed Units.** The Customer agrees to obtain an RMA Number for all failed units from an Aviat Networks Repair Center immediately following a failure and return the Units for repair immediately after receipt of the RMA Number from Aviat Networks. The customer agrees this Agreement will not apply retrospectively to cover any units failed and in the Customer's possession prior to the execution date of this Agreement, and will not apply to any units for which RMA numbers had already been obtained from Aviat Networks prior to the date of execution of this Agreement. Following execution of this Agreement the Customer agrees not to stockpile failed units and accepts that Aviat Networks will not be required to meet the turnaround times outlined in this Agreement if the units are not returned to Aviat Networks on receipt of an RMA Number or if they are stockpiled.
- h) **No Fault Found Fee.** If in any given quarter during the Maintenance Level Agreement support period the number of returned units a Customer reports as defective exceeds 10% of the total



number of returned units received by Aviat Networks during the same support quarter, but are thereafter found to meet Aviat Networks product test specifications resulting in a No Fault Found repair status, Aviat Networks will charge the Customer the then-current No Fault Found inspection fee for each non-defective returned unit in excess of such ten percent (10%) as a True-Up support fee at the conclusion of the maintenance support quarter.

- i) **Damaged Beyond Repair.** Returned Units that Aviat Networks (in its sole discretion) determined are damaged Beyond Repair or have been repaired (or otherwise modified) by a party other than Aviat Networks will be placed in Isolation. The Customer shall be advised by fax or e-mail, within ten (10) days working days, of the nature and extent of the damage. The Customer shall be responsible for informing Aviat Networks of the next course of action. If the Customer decides to replace the unit(s), they must follow the usual purchasing process. Note: If the returned unit is no longer in current manufacture and/or is OEM, Aviat Networks will not guarantee availability of a unit for sale.

#### 4.2.2 ADVANCE REPLACEMENT

Advance Replacement provides the Customer with shipments of a limited number of Units intended as an advanced replacement of Returned Units, upon the Customer's request. The service encompasses the following:

- a) **Repair Center Support.** Customer shall place Advance Replacement requests at the following link: [https://aviatcloud.com/rma\\_tracking.asp](https://aviatcloud.com/rma_tracking.asp). This link is available for use 24 hours a day, 7 days a week. Customers can also email or fax the RMA request to the Aviat Networks Repair Center. Aviat Networks will typically fax or email a confirmation with an RMA Number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.
- b) **Shipping Costs.** Customer is responsible for all charges associated with shipping the Returned Unit to the designated Aviat Networks Repair Center, which shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid) Aviat Networks Repair Center (Incoterms:2000). Aviat Networks is responsible for the charges associated with shipping the Returned Unit back to the Customer, which shipment shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid), Customer's premises (Incoterm:2000).
- c) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, the Customer must provide a detailed packing list and commercial (Proforma) invoice to support the delivery. Each commercial invoice must clearly state the full description, the value of each unit and the RMA number. Once a unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the commercial invoice and airway bill number pertaining to the shipment.
- d) **Returned Unit.** If this Agreement entitles the Customer to the RLP and the Customer elects to use it for the returned unit, the Customer will be invoiced for the list price of the Advance Replacement Unit(s) if Aviat Networks does not receive notification to pick-up the pertinent returned unit, at most, ten (10) days after Customer's receipt of the Advance Replacement Unit. In the event that the Customer is not entitled to the RLP or the Customer elects to return the returned unit to Aviat Networks via a freight forwarder outside of the RLP, the Customer will be invoiced for the list price of the Advance Replacement Unit if Aviat Networks does not receive the pertinent returned unit at the Aviat Networks Repair Center within, at most, thirty (30) days after receipt of the Advance Replacement Unit. The returned unit will become the property of Aviat Networks. The Customer

agrees that the returned unit must be repairable and does not fall into any of the categories listed in the Exclusion from Advance Replacement clause.

- e) **Exclusion from Advance Replacement.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:
- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
  - Modifications, alterations, or repairs made other than by Aviat Networks.
  - Damages by persons other than Aviat Networks, or its authorized service providers.
  - Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
  - Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
  - Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
  - Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
  - Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.
- f) **No Fault Found Fee.** If in any given quarter during the Maintenance Level Agreement support period the number of returned units a Customer reports as defective exceeds 10% of the total number of returned units received by Aviat Networks during the same support quarter, but are thereafter found to meet Aviat Networks product test specifications resulting in a No Fault Found repair status, Aviat Networks will charge the Customer the then-current No Fault Found inspection fee for each non-defective returned unit in excess of such ten percent (10%) as a True-Up support fee at the conclusion of the maintenance support quarter.
- g) **Limits.** Customer is entitled to receive a limited number of Advance Replacement Units per year. This number is not to exceed ten percent (10%) of the total Repair & Return requests during that year. Accrued Advance Replacement Units that have not been requested by the Customer may not be carried over to the next year. Additional Advance Replacement Units will be provided at Aviat Networks' then current prices, terms and conditions.
- h) **Unavailability.** If an Advance Replacement Unit is not available, then Aviat Networks will repair the Returned Unit within a mutually agreed Turnaround time. Customer agrees that repair of the Returned Unit shall be Aviat Networks' sole obligation, and the Customer's sole remedy, if an Advance Replacement Unit requested by the Customer is not available.
- i) **Turnaround Time Commitments.** Standard Advanced Replacement service ensures customer will receive a comparable unit to the one being returned within 3 to 5 business days from date of RMA. If customer requires a replacement unit in a shorter period of time there is an added charge for this and based on replacement unit availability will be delivered on a next business day basis. Customer will be informed at time of RMA request whether this service can be provided or not depending on component availability.

#### 4.2.3 REPAIR LOGISTICS PROGRAM (RLP)

Aviat Networks shall provide free freight to the Customer for all Units returned via the Aviat Networks Repair Logistics Program (RLP). In the event that the Customer returns Units to Aviat Networks via a freight forwarder outside of this Program, all freight expenses and damage liability will be the responsibility of the Customer. Aviat Networks is responsible for all tariffs, duties, or taxes associated

with importing Units for repair. After the repair, the Units shall be returned to the Customer DDU (Delivered Duty Unpaid) Customer's premises (Incoterms 2000). To implement the return of a Unit via this Program the Customer shall request an RMA for the Unit using the link in the Repair Services or Advance Replacement Sections or the contact information as listed in the Aviat Networks Contacts Section.

**Liability of Units Damaged During Shipping.** Aviat Networks will assume responsibility for insuring the Units against loss or damage that is moving via the RLP. The Customer shall examine the condition of all shipments returned from Aviat Networks via the RLP at the time of delivery. Visible signs of damage shall be brought to the attention of the carrier and the contents shall be examined for damage immediately. Aviat Networks will not be liable for any direct reports by the Customer for Units that are found to be damaged upon receipt by the Customer that are made over seven (7) days after the Units have been delivered. Units damaged through transit shall be returned for repair at Aviat Networks through the normal return process. Damage or loss incurred to Units shipped to Aviat Networks by the Customer outside the RLP shall be the responsibility of the Customer.

#### 4.2.4 REMOTE TECHNICAL SUPPORT 24 X 7

##### Customer 24 X 7 Remote Support

24 X 7 Remote Support provides around-the-clock (24 X7) telephone access to Aviat Networks' Technical Assurance Center in order to resolve Critical Service Requests, Major Service Requests, Minor Service Requests and Inquiry Service Requests.

- a) **Telephone Number.** Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during normal business hours. OR Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during the day or night. For night support services (after business hours in the local time zone), Aviat Networks will handle all such requests that are Critical or Major that the Customer reasonably categorizes as being High Priority. In addition with this service customer can pre-schedule after hours support when doing a new software installation or a network upgrade related to covered equipment.
- b) **Rapid Response Time.** Aviat Networks will route Critical Service Requests to the appropriate TAC subject matter expert within fifteen (15) minutes of call receipt.
- c) **Service Request Number.** Aviat Networks will assign, to each Service Request, a number that will be logged, tracked and stored in our Case Management database.
- d) **Service Request Management.** Aviat Networks will dedicate continuous attention to Critical and Major Service Requests until service is restored or request is closed. Aviat Networks will work to resolve the Service Request until Customer accepts the proposed solution, at which point the TAC will close the Service Request.
- e) **Documented Escalation Procedures.** Aviat Networks will implement internal escalation and notification procedures in order to facilitate the timely resolution of Service requests by a TAC Engineer with an adequate level of expertise. The technical support process includes rigid managerial escalations that are intended to facilitate the appropriate handling of recovery efforts and Customers being regularly updated on the status of the Service Request. Additional information on this escalation process is available in our Global Network Service Customer Support guidelines document available on our website at [www.aviatnetworks.com](http://www.aviatnetworks.com).
- f) **Service Request Submission.** Under this Agreement, there is no limit to the number of Service Requests that Customer may submit for resolution. Customer may also define and authorize specific users within its organization to have access to this Service Request Submission Service. To ensure appropriate management of this support Aviat Networks has implemented a Support Assurance Program where an Express PIN will be assigned to each customer which clearly

identifies the level of service a customer is entitled to receive. All Service Request Submissions will require Express PIN information prior to being submitted.

#### Service Request Severity Classifications

There are four (4) Service Request severity classifications: (a) Critical; (b) Major; (c) Minor; and (d) Inquiry. Critical, Major and Minor Service Requests pertain to problems in the Product. Inquiry Service Requests pertain to questions about the Product or Services. The four (4) Service Request severity classifications are defined as follows:

- a) **Critical Service Requests** are those that severely affect service, traffic, billing and/or maintenance capabilities, and require immediate corrective action (regardless of the time of day or day of the week).
- b) **Major Service Requests** are those that cause conditions that seriously affect Product operation, maintenance and/or administration, and require immediate attention. The urgency is less than in Critical Service Requests because of a lesser immediate or impending effect on Product performance, customer and/or network operation and revenue.
- c) **Minor Service Requests** are problems that are tolerable during Product use, do not significantly impair the functioning of the Product and do not significantly affect service to customers.
- d) **Inquiry Service Requests** are questions about technical details concerning the usage or behavior of the Product.

#### 4.2.5 PROVISION SUPPORT 24 X 7

Aviat Networks shall provide remote technical support to the Customer on ProVision. The remote technical support 24 X 7 shall be provided as per the terms outlined in the Remote Technical Support 24 X 7 section of this Agreement.

Aviat Networks shall provide support on the current and previous ProVision production release and will investigate all reproducible product anomalies for the supported version. Aviat Networks shall also provide general availability releases and product updates to the Customer free of charge during the coverage period.

##### Customer Responsibility

To enable the Aviat Networks TAC to fully investigate ProVision issues, the Customer shall provide the TAC the appropriated logs and remote access where possible. The Customer will provide the capability to allow Aviat Networks to remotely access the Customer's network by means of a secure internet connection to the Customer's site. This connection process will need to be defined at time of Agreement such that any issues arising after Agreement closure can be addressed expeditiously.

##### Exclusion from Provision Support 24 X 7

The services to be rendered on ProVision by Aviat Networks under this Agreement shall not comprise any services, which are required as a result of one or the more of the following:

- Customers using old versions of ProVision. The ProVision Agreement provides regular updates; customers are required to have the current GA release or the previous GA release installed and commissioned before they can obtain Aviat Networks technical support.
- Customer's lack of basic user training. It is expected that all users will have received basic user training when the ProVision system was installed.
- Network Planning; NMS Integration; Training courses; Installation and Commissioning; On Site Support. These are separate Aviat Networks service offerings, which are not delivered under this Agreement.

- Due to the complex nature of ProVision issues, which may be network related rather than ProVision related, not all Customer-defined level three product anomalies can be rectified within the commercial bounds in which Aviat Networks operates. Aviat Networks will require that all product anomalies are reproducible, prior to the commencement of any detailed fault analysis or potential product re-engineering. Aviat Networks undertakes to provide a response on all logged product issues and will provide work-around's where possible.

#### 4.2.6 CORRECTIVE MAINTENANCE

Corrective maintenance provides for the dispatch of the necessary support personnel and test equipment for the purposes of diagnosing a problem, restoring service or correcting a service request that Aviat Networks has unsuccessfully attempted to resolve remotely from one of our Technical Assistance Centers.

All sites under maintenance must have undergone full commissioning and proven to be in good working condition. The Customer shall make available site commissioning and acceptance data if requested by Aviat Networks. .

The service is provided according to the following Service Level Agreement (SLA):

CRITICAL FAULTS FOR RADIOS	4 Hours
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Aviat Networks shall use its best effort to be onsite within four (4) hours of the Aviat Networks first level support personnel receiving emergency onsite support requests. Notwithstanding anything contained herein to the contrary, all services provided may be performed by Aviat Networks directly or through one or more qualified Subcontractors. Aviat Networks shall coordinate, supervise, manage and be responsible for the services of all the Subcontractors.

**Limitations:** In order to meet the on-site SLA response requirements, the Customer is responsible for providing access to difficult to reach sites (i.e. site not accessible by public road using 2 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require customer presence. The customer is responsible for provisioning and making available spare parts.

#### 4.2.7 Emergency onsite Tower Crew - OPTIONAL

Aviat Networks shall use its best effort to have a Tower Crew onsite with a mean time of 12 hours time, but not-to-exceed 24 hours, of the Aviat Networks NOC requesting an emergency onsite. Notwithstanding anything contained herein to the contrary, all services provided may be performed by Aviat Networks directly or through one or more qualified subcontractors. Aviat Networks shall coordinate, supervise, manage and be responsible for the services of all the subcontractors. Tower Crew pricing is based on a 2 person crew. If above 250 feet, 3 tower crew resources are required. If above 400 feet, then 4-5 resources are required.

Scope of work includes addressing the issue that is affecting system performance. The closest capable crew will be dispatched to assess the issue and develop a plan requesting materials that may be required. All responding members will be trained in the OSHA requirements for safe work.

**Note:** Issues or concerns that are not essential to the restoration of the network are to be addressed in a separate mobilization

**Limitations:**

- Onsite response time is based on weather permitting a tower climb. In order to meet the on-site SLA response requirements, the Customer is responsible for providing approval of additional expense for enabling access to difficult to reach sites (i.e. site not accessible by public road using 4 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require Customer presence.
- Customer is responsible for ensuring availability of adequate Stock.

**Generators:** When there is an imminent threat of an approaching disaster (e.g. hurricane) Aviat Networks will work with Customer to plan in advance and stage generators that will be needed (after receipt of Customer acceptance to stage and rent generators).

**Notes:**

- Competency and readiness of Tower Crew and Ground Crew:
  - Tower Crew and Ground Crew are trained for the operation and troubleshooting of all Aviat Network provided equipment.
  - Upon arrival to sites, Tower Crew will be equipped with tools and materials (including but not limited to in-line connector, jumper cable, compression N-type connectors, 400-ft spare LMR400 cable, line sweeper, ground kits), to resolve the issues described by the dispatcher and to perform common tower/site corrective tasks including but not limited to:
    - Performing path alignment of dishes with size up to and including 10-ft
    - Performing structural restoration of the dishes
    - Performing loop-back tests on the Aviat equipment
    - Performing line sweeps and identifying cable faults
    - Performing cable/connector replacement
    - Performing equipment replacement/removal
    - Performing bypassing of surge arrestors with jumper cables and in-line connectors

#### 4.2.8 PREVENTIVE MAINTENANCE

Preventative Maintenance provides a resource to work with the customers in reviewing operational aspects related to the performance of Microwave equipment and associated software within the customer's network. A resource will come on-site to all customer locations covered under the associated agreement for this service. Once analysis is complete, Aviat Networks will provide a written summary of findings and recommendations related to the work that has taken place.

An engineer is deployed to site as per the customer and Aviat agreed upon schedule commitment for this service. A system health check on Aviat Networks' equipment will be completed which includes performance testing and an analysis of historical data. A visual site audit is included under this service offering, which includes the following: (Complete Checklist in Attachment 1: Preventive Maintenance Checklist)

##### 4.2.8.1 Ground PM

- Spot check Internal and external grounding
- Visual inspection of indoor and outdoor equipment
- Visual inspection of all cables, connectors, weather proofing
- Visual inspection of antenna installations
- Verify DC power levels

During the on-site time, the Aviat Networks' resource may recommend routine maintenance to the customer – which will be the responsibility of the customer to perform - and the Aviat Networks resource may, with the customer's agreement, perform routine upgrades to operating firmware or software that do not require network downtime. This preventative service work covers all Aviat Networks Microwave radio equipment, associated OEM equipment, DC systems and the Antenna Systems.

A final report will be presented to the customer stating findings, conclusions and any further recommendations. This preventative service work includes one day of time to visit with customer and review in detail the findings from preventative analysis effort.

#### 4.2.8.2 Tower PM - OPTIONAL

- Provide inspection of Condition of Tower
- Provide inspection of Grounding
- Provide visual inspection of Safety Lighting Systems
- Provide inspection of all cables, connectors, weather proofing
- Provide inspection of Waveguide and Pressure Window assemblies if used
- Provide inspection of walkways, platforms, and sensors
- Provide inspection of antenna installation, condition, and alignment

During the on-site time, the Aviat Networks' resource may recommend routine maintenance to the customer – which will be the responsibility of the customer to either perform or provide authorization to Aviat to perform. This preventative service work covers only Antenna Systems under current Aviat support contract. A final report will be presented to the customer stating findings, conclusions and any further recommendations.

**Limitations:** In order to meet the on-site SLA response requirements, the Customer is responsible for providing access to difficult to reach sites (i.e. site not accessible by public road using 2 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require customer presence. The customer is responsible for provisioning and making available spare parts.

**Exclusion:** Materials are excluded from scope of work and pricing. Materials or special transport equipment (snow cat, boom truck, etc) will be invoiced as time and materials.

**NOTES:** If additional hours are required to complete out of compliance repairs (above the 2 hours), Aviat will true-up with the client at completion of all sites. Assuming all fixes are during maintenance window, Hourly rate will be \$201 for a Lead Microwave Technician and \$302 per Tower Climber. Any materials will be invoiced at time and materials.

#### 4.2.9 REMOTE MONITORING SERVICES

Aviat Networks' Managed Network Services solution provides customer with a bundled offering that combines traditional network monitoring and event management services with fault resolution to offer end-to-end operations management solutions. When bundled together, services in this portfolio offer a broad, all-in-one-solution set managed through a single point of contact – the Aviat Network Management Center (NMC). Aviat Networks is providing customer with the following bundled services:

- Surveillance and Network Monitoring
  - Continuously monitor network elements.
  - Detect / Identify Faults and Alarms
- Event Management
  - Triage
    - Correlate Alarms where appropriate
    - Review Maintenance Schedules / Weather Patterns / Known Issues
    - Assess Severity and Service Impact
  - Troubleshooting
    - Diagnose and isolate the fault / alarm
    - Coordinate restoration and repair – remotely or onsite
    - Actively manage the event from "cradle to grave."
    - NOTE: Aviat Networks strives to troubleshoot and resolve issue remotely prior to or in place of dispatching field resources to site. This is facilitated through our close linkage between the NOC and our Technical Support staff who are co-located with our primary NOC facility. Allows us to bring 50+ years of Microwave and Wireless Networking experience to bear on an issue.
- Notification
  - Report events to customer in real-time via Phone / Email / Portal
- Trouble Ticketing
  - Document the fault
  - Manage ticket until fault is resolved
  - Generate trouble ticket reports

- Capture lessons learned from each incident into our Knowledgebase for future reference
- Call out and Dispatch
  - Dispatch field operations and vendors for physical analysis and repair
  - Coordinate all aspects of the dispatch to ensure right resource is at the right location with the right tools / equipment to resolve the problem within the SLA commitment.
- Failure Analysis
  - Generate a post mortem report to document issue / lessons learned as appropriate
  - Drive continuous improvement of process and tools
- Reporting
  - Monthly reports – Performance to SLA / Network Performance

Aviat Networks strives to troubleshoot and resolve issues remotely prior to or in place of dispatching field resources to site. When an alarm is received in the Aviat NOC, the team will apply their years of microwave expertise in determining the root cause. We will review and correlate all alarms, look at weather, RSL's, SNR, etc. After troubleshooting and it is determined an emergency onsite dispatch is required, the following process will be followed.

- NOC generates Case to track all aspects of identified issue
- NOC reviews site issues to ensure there are no pre-required approvals needed
- NOC requests dispatch and identifies all pre-requisites including required hardware if hardware failure is identified as the root cause from remote troubleshooting
- NOC confirms dispatch in process to all parties with estimated ETA
- Once Tech onsite, SLA time is logged into case and Conference Bridge is initiated with NOC
- Issue is resolved / workaround completed and Ticket is closed by NOC
- Email notification is sent to all identified parties to alert them to closure
- Tech takes failed unit (assuming hardware failure) and processes through the Aviat RMA process
- Tech also updates Spares inventory identifying hardware removed and what hardware is being processed via the RMA process.

#### 4.2.9.1 Aviat Networks Support process – NOC & TAC

- Tier 1: NOC Personnel
  - NOC Engineer receives alarm notification from our monitoring tools, opens a Support Case and based on Customer and Product data, reviews potential impact. Looks at all aspects of the site impacted to understand potential impact from Scheduled Maintenance, Weather, and finally the equipment itself. If after initial review of all aspects that NOC can access, NOC will initiate a field dispatch. At the same time, if not successful in identifying the specific issue impacting performance of the network, will escalate to the next tier of support within Aviat (Tier 2). Within the TAC team, NOC escalations take priority over all other customer issues – other than an outage that may be occurring in a customer's network.
  - The NOC Engineer will identify the severity (Critical, Major, Minor) at the time of escalation to the TAC team. This is driven based on parameters set in our agreed SLA with the customer and can also be overridden directly by customer requesting a higher level of severity.
  - ~90%+ of trouble tickets are resolved within the NOC without any interaction with TAC
- Tier 2: TAC
  - If the problem is not resolved within the target resolution time – associated with each of the severity levels, then there is an automatic process by which



the issue will escalate to the next level of support to pursue resolution, at this time notification also takes place to Management identifying fact issue has went beyond our accepted timeframe for resolution.

- o Tier 2 generally is required when the issue is beyond simple hardware failures. Usually involves some level of configuration, hardware not operating exactly as specified, or when problem is intermittent in nature.
- o ~8% of trouble tickets are resolved within Tier 2 after escalation from the NOC.
- Tier 3: TAC
  - o If the problem is not resolved within the target resolution time, after Aviat Networks initiates the troubleshooting process, then Aviat Networks will escalate to management and next level of support to pursue resolution.
  - o Tier 3 TSE typically gets involved when there are complex interoperability issues identified between the microwave and other components in the network, when problem appears to be software related (i.e., a bug), or when new products or software have been introduced into the network and cause issues not previously seen before.
  - o ~2% of trouble tickets are resolved within Tier 3 after escalation from Tier 2.

#### 4.2.9.2 Service Level Agreement (SLA)

SR Priority Level	Alarm Severity	Event / Alarm Ack	Customer Event Alarm Notification	Aviat Reaction Time	Usage	Response
1	CRITICAL (Service Affecting)	< 5 min	< 10 min	< 15 min	Used for events that is currently impacting service or ability to view network elements (LOV).	Outages are referred to Emergency Recovery immediately. Immediate and continuous effort and escalation until resolved or restored to pre-incident condition or work around is implemented. Resolved or referred to Tier II/III support group.
2	MAJOR (Non Service Affecting)	< 30 min	< 60 min	< 75 min	Used for in-service trouble conditions that does not affect service nor qualify as a loss of redundancy. Typically these conditions if unresolved will not result in a Priority 1 event.	Resolved or referred to Tier II/III support group. Continuous effort until either a) service level is restored to pre-incident, b) acceptable workaround is implemented, or c) an action plan is instated that will meet MTTR requirements.
3	MINOR	< 30 min	Monthly Summary	< 12 hrs	Used for non-service affecting conditions that if not resolved will not	Resolved or referred to Tier II/III support group

result in a Priority 1  
or 2 events or issue.

- Phone call wait time: Answer calls by live person within 30 seconds (average) with a maximum wait time of 5 minutes. A direct line will be provided.
- Email response time: Acknowledge email requests by live person within 15 minutes unless there is routine maintenance or down time.
- The maximum amount of time between the occurrence of condition that requires crew dispatch and the crew dispatch phone call is made: < 60 minutes

## 5. AVIAT NETWORKS CONTACTS

Outlined below is the process to contact Aviat Networks once the Agreement is effect.

For Questions or concerns on the Agreement either before or after it is in effect, please contact:	
<b>NORTH AMERICA</b> <b>Repairs, Returns &amp; Advance Replacements</b> Phone: 1-800-227-8332 (selecting Option 2, then 1)  Direct number: 1-210-526-6345  Fax: 1-210-526-6315  E-mail: <a href="mailto:CustomerCare.Americas@aviatnet.com">CustomerCare.Americas@aviatnet.com</a>  Online RMA Request: <a href="https://aviatcloud.com/rma_tracking.asp">https://aviatcloud.com/rma_tracking.asp</a>	<b>NORTH AMERICA</b> <b>Technical Assistance</b> Phone: 1-800-227-8332 (Option1, enter PIN, press 1 to confirm PIN, then Option 1 for TAC)  Direct number: 1-210-526-6345  Fax: 1-210-526-6315  E-mail: <a href="mailto:TAC.AM@aviatnet.com">TAC.AM@aviatnet.com</a>  Online Technical Assistance Request: <a href="http://www.aviatcloud.com">www.aviatcloud.com</a>
<b>NORTH AMERICA</b> <b>Network Operations Center (NOC)</b> Aviat NOC Contacts: Email: <a href="mailto:noc.notifications@aviatnet.com">noc.notifications@aviatnet.com</a> Phone: 877-662-7871 opt 1, 24x7	<b>NOC Escalation Contacts:</b> Sr. Manager Stephen Berger Phone: 210-973-4218 Email: <a href="mailto:stephen.berger@aviatnet.com">stephen.berger@aviatnet.com</a>

## 6. ADDITIONAL TERMS AND CONDITIONS

This Agreement is between the party purchasing services described herein (the "Customer"), with Aviat U.S., Inc., a wholly owned subsidiary of Aviat Networks Inc. ("Aviat Networks"), with offices at 200 Parker Drive, Suite C100A, Austin, Texas 78728 .

## 6.1 SCOPE OF SERVICES

Aviat Networks will furnish the services outlined in the Service Level Support Section of this Agreement ("Services") for the products for Customer as may be required from time to time for the period specified in the Duration of Support Period Section providing receipt and acceptance of the Customer's purchase order. The Services will be provided in conformity with the terms, conditions, specifications and other requirements of this Agreement and each request for Services will be governed by the terms and conditions stated herein.

The Customer must ensure that the Products to be included in this Agreement be in good operating condition prior to the commencement of this Agreement. Aviat Networks, Inc. reserves the right to inspect any and all of the Products to be included in the Agreement prior to the commencement of the Agreement, and if the Product is found to be defective, the Customer shall be responsible for the cost of repair of the defective units.

An authorization to return units to Aviat Networks under this Agreement must be obtained from an Aviat Networks representative prior to making shipment to the Aviat Networks' Repair Center. Aviat Networks warrants that each Unit that is repaired or replaced under this Agreement, shall, at the time of return to Customer, for a period of ninety (90) days thereafter or until the expiration or termination of this Agreement, whichever is longer, be free from defects in materials and workmanship. Such warranty shall not include any consumable components to which a specific manufacturer's guarantee applies. If any Unit shall prove to be defective in materials or workmanship under normal intended usage, operation and maintenance during the term of this Agreement, as determined by Aviat Networks after examination of the Unit claimed to be defective, then Aviat Networks shall repair or replace, at Aviat Networks' sole option, such defective Unit, in accordance with procedures specified herein, at no additional cost, exclusive, however, of the cost of labor by the Customer's own employees, agents or contractors in identifying, removing or replacing the defective part(s) of the Units.

Liability of Aviat Networks for breach of any and all warranties hereunder is expressly limited to the repair or replacement of defective Units as set forth in this Agreement, and in no event shall Aviat Networks be liable for special, incidental or consequential damages by reason of any breach of warranty or defect in materials or workmanship.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY. IN PARTICULAR, THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY DISCLAIMED AND SHALL NOT BE APPLICABLE EITHER FROM AVIAT NETWORKS OR ANY OTHER EQUIPMENT MANUFACTURER. AVIAT NETWORKS' WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, UNDER NO CIRCUMSTANCES SHALL AVIAT NETWORKS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING UNDER CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOSS OF CAPITAL, REVENUE OR PROFITS AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT. CUSTOMER HEREBY INDEMNIFIES AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO THE INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL AVIAT NETWORKS' LIABILITY TO CUSTOMER, OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE LESSER OF \$100,000.00 USD OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR ANY ITEMS SUPPLIED HEREUNDER.

### EXCLUSIONS:

Except as set forth below, the following are excluded from the scope of this Agreement:

1. Repair or replacement of Products which have been subjected to:

- damage as a result of Customer's fault, negligence, improper use or failure to maintain Products in good working order; or
  - accident (including fire, flood, storm, lightning strike, or other act of God)
2. Repair or replacement of Products furnished, modified, altered or repaired by Customer or any other third party other than Aviat Networks or its authorized agent.
  3. Repair of Products that are not repairable due to lack of component availability.
  4. Expedited Services such as Emergency Repair. Expedited Services may be requested and will be executed based on inventory availability only. Expedited Services will be quoted at time of service request;
  5. Repair of Antenna Systems. Tower crews, and the associated dispatch/labor support, for repairing antenna systems are excluded from Warranty and Extended Warranty unless specifically identified as a purchased service option. Field support for antenna repair will be contracted by the Customer on a per incident basis.

## 6.2 PRICES/PAYMENT/TAXES/SHIPPING

All payments shall be made via check to the accounts specified on the invoice in advance of the commencement of each year of service/coverage. Customer shall make payment of the total amount due to Aviat Networks within thirty (30) days from the invoice date, unless otherwise specified or agreed to in writing by Aviat Networks. In the event any payment by Customer is past due, Aviat Networks reserves the right to withhold Services until such payment is received. Prices and payment terms for Services or Products not included in this Agreement, such as Emergency Repair, etc., will be established on a case-by-case basis subject to the mutual written agreement of the parties.

All prices are exclusive of all sales, use, excise, and other taxes, duties or charges. Unless evidence of tax exempt status is provided by Customer, Customer shall pay, or upon receipt of invoice from Aviat Networks, shall reimburse Aviat Networks for all such taxes or charges levied or imposed on Customer, or required to be collected by Aviat Networks, resulting from this transaction or any part thereof.

All shipments made by Aviat Networks under this Agreement are made via the methods (as applicable) outlined in the Repair Services and/or Advance Replacement Sections or the Repair Logistics Program Section (if purchased) of this Agreement. Unless instructed otherwise, Aviat Networks will arrange for standard commercial shipping. In the event Customer requires other than standard commercial shipping, Customer will be responsible for any additional costs incurred. Responsibilities regarding the export of items delivered under this Agreement are detailed in the Export and Re-Export Restrictions and Export Documents Sections below.

If payment is not made when due, Aviat Networks may assess interest on the overdue balance at the lesser of 1-1/2% per month or the maximum rate allowed by law.

## 6.3 EXPORT AND RE-EXPORT RESTRICTIONS

Performance and delivery of the equipment, documents, Services and Software sold or delivered hereunder are subject to export control laws and regulations of the United States, as applicable, and conditioned upon receipt of required U.S. Government licenses and approvals by Aviat Networks. Customers shall not export or re-export Products or technical data delivered hereunder from the United States without complying with regulations of the Bureau of Export Administration of the United States Department of Commerce, as applicable. Customers shall not re-export the Products and technical data delivered hereunder from the country of delivery or to any facility engaged in the design, development, stockpiling, manufacturing or use of missile, chemical or biological weapons without fully complying with the regulations of the above United States government agencies. Customer warrants that it will comply with the United States Foreign Corrupt Practices act of 1997, as amended. Customer shall defend, indemnify and hold Aviat Networks harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section.

#### 6.4 EXPORT DOCUMENTS

Customer shipments, under this Agreement, to Aviat Networks shall be made via the methods (as applicable) outlined in the Repair Services and/or Advance Replacement Sections or the Repair Logistics Program Section (if purchased) of this Agreement. Customer shall be responsible for insurance and for clearing incoming Products through customs in their country.

Customers shall be responsible for obtaining any necessary import licenses into the country of delivery. Aviat Networks shall provide certificates of delivery, affidavits of origin, and other information under its control which is necessary for Customer to import Products.

Customers shall provide all information, certificates and Letters of Assurance necessary for Aviat Networks to obtain any export licenses required for Aviat Networks to export Products out of the country for repair, as applicable. Aviat Networks shall be responsible for selection and/or approval of freight forwarder(s). In the event that Customer wishes to utilize a freight forwarder that is not acceptable to Aviat Networks, Customer shall be the shipper of record and shall be responsible for obtaining required export licenses which shall be in the name of the Customer.

#### 6.5 EXCUSABLE DELAY

Aviat Networks shall be excused from performance under this Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of a public enemy, labor difficulties or disputes, failure or delay in delivery by Aviat Networks' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of God, or Customer's fault or negligence, or where compliance with any applicable environmental law or regulation by Aviat Networks is not reasonably technologically or economically feasible, or would otherwise require Aviat Networks to change its manufacturing process. ("Excusable Delay").

In the event of an Excusable Delay, Aviat Networks shall make reasonable efforts to notify Customer of the nature and extent of such a delay and Aviat Networks (i) will be entitled to a schedule an extension on at least a day-for-day basis, and (ii) in the event the delay is caused by Customer's fault or negligence, Aviat Networks will be also entitled to an equitable adjustment in the price under this Agreement.

#### 6.6 TERMINATION

Either party may terminate this Agreement immediately upon written notice to the other party if: either party breaches any provision of this Agreement in any respect and such breach remains unremedied for thirty (30) days after written notice from the non-breaching party. In the event this Agreement is terminated due to a breach by Customer, Aviat Networks shall retain the entire amount of the annual fee paid by Customer.

The right of termination provided herein is absolute and neither party shall be liable to the other for damages or otherwise by reason of such termination.

#### 6.7 ASSIGNMENT

Customer may not assign this Agreement in whole or in part without the prior written consent of Aviat Networks which shall not be unreasonably withheld.

#### 6.8 GOVERNING LAW, VENUE AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the **State of Texas**. The parties agree that any action to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between Aviat Networks and Customer will be brought in a **local or Federal court** of competent jurisdiction in, **Texas**.

## 6.9 ENFORCEABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired.

## 6.10 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY CLAIMING UNDER THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, AND CONSEQUENTIAL OR LOSS OF PROFIT TYPES OF DAMAGES AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT.

IN NO EVENT SHALL AVIAT NETWORKS' TOTAL LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE GREATER OF ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR SERVICES SUPPLIED HEREUNDER.

THIS ARTICLE SHALL SURVIVE THE TERM OR EXPIRATION OF THE AGREEMENT. CUSTOMER AGREES TO INDEMNIFY AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE SERVICES OR PRODUCTS PROVIDED HEREUNDER, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE.

## 6.11 COMPLIANCE WITH LAW

- a) Customer agrees to assist Aviat Networks to comply with any applicable conventions, laws, rules, regulations, and bylaws incident to its activities under this Agreement, including, without limitation, United States export control regulations, the United States Foreign Corrupt Practices Act, and the United States anti-boycott regulations. Customer will promptly deliver to Aviat Networks a copy of any notice or instrument alleging a violation of any of these laws.
- b) Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to Customer's performance hereunder, and shall promptly act to correct any noncompliance once identified.
- c) EXPORT AND RE-EXPORT RESTRICTIONS. Customer acknowledges that the Equipment and Licensed Programs sold or licensed to it by Aviat Networks under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Licensed Programs, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada.

## 6.12 ENTIRE AGREEMENT

This Agreement supersedes all previous communications, transactions, and understandings, whether oral, or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms shall be binding on either party unless made in writing and signed by a duly authorized representative of both parties.

## 7. SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names.

AVIAT U.S., Inc.

Customer

By: [Signature]

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

Name: LOWELL GILGARD

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

Title: Director - U.S. Customer Support

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

Date: 3/1/22

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

[WWW.AVIATNETWORKS.COM](http://WWW.AVIATNETWORKS.COM)

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Data subject to change without notice.

Filename\_MonthDayYear



ADDENDUM A - STANDARD ONEIDA COUNTY CONDITIONS

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



2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

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

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

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

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to

computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

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

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

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
- iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for

the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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



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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

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

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

ANTHONY J. PICENTE, JR.  
County Executive



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

EDWARD STEVENS  
Director

March 14, 2022

FN 20 22-113

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente,

Attached is an Amendment to a Maintenance Agreement with Motorola Solutions, Inc. that ensures the continuity of Oneida County's radio communications network and reduce system downtime. Motorola provides technical support and network event monitoring, provide onsite repairs and network preventative maintenance, network updates, and more through on-call support and onsite service through a field service team. This Amendment adds four additional tower sites in Bridgewater, Florence, Kirkland and Steuben to the existing Agreement.

The Original agreement was executed on April 24, 2020 and ends December 31, 2024. Yearly costs will be approximately \$470,070.12 per year, for a total of \$1,410,210.36 for the remainder of the agreement. This reflects an increase of \$73,554.12 per year as compared with the Original Agreement.

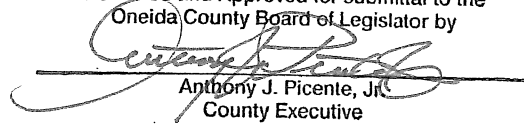
I respectfully request that you approve this contract and forward to the Board of Legislators for their approval. Thank you.

Sincerely,

  
Edward T. Stevens  
Director of Emergency Services

mle

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

  
Anthony J. Picente, Jr.  
County Executive

Date 3-16-22

Oneida Co. Department: Emergency Services

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization** Motorola Solutions, Inc.  
500 W. Monroe Street  
Chicago, IL 60661

**Title of Activity or Services:** Public Safety Communications

**Proposed Dates of Operations:** April 24, 2020 - December 31, 2024

**Client Population/Number to be Served:** Public safety agencies in Oneida County

**Summary Statements:**

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

Amendment to an agreement whereby Motorola provides technical support and network event monitoring, provide onsite repairs and network preventative maintenance, network updates, and more through on-call support and onsite service through a field service team to ensure continuity of our radio communications system. This amendment adds four additional tower sites in Bridgewater, Florence, Kirkland and Steuben.

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

Enhanced public safety communications by providing continuous network maintenance and upgrades.

**3). Program Design and Staffing Level:**

Motorola Solutions, Inc. Service team

**Total Funding Requested: \$1,410,210.36**

**Account: #3020.493**

**Oneida County Dept. Funding Recommendation: \$1,410,210.36**

(Split - \$470,070.12 each year for 3 years)  
This amendment increases the yearly cost by  
\$73,554.12.

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

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

**Past performance Served: N/A**

**O.C. Department Staff Comments:** Motorola is a worldwide communications company. We have had very good results with their products, as have other counties in NYS.

## AMENDMENT TO MAINTENANCE AGREEMENT

This Amendment Agreement is 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, by and through its Department of Emergency Services, having offices at 120 Base Road, Oriskany, New York, 13424, hereinafter referred to as the "County," and Motorola Solutions, Inc., a foreign business corporation organized and existing under the laws of the State of Delaware, having an office located at 1299 East Algonquin Road, Schaumburg, Illinois, 60196, hereinafter referred to as the "Contractor,"

WHEREAS, the parties hereto entered into an agreement dated April 24, 2020 (County contract No. 101159), hereinafter referred to as the "Original Agreement," a copy of which is annexed hereto as "Exhibit A" and which expires on December 31, 2024; and

WHEREAS, pursuant to the Original Agreement, the Contractor provides maintenance services for six radio communications towers and the equipment associated with the aforesaid towers located within the County, hereinafter referred to as the "Services," and

WHEREAS, the parties hereto wish to amend the Original Agreement to include services for four additional towers and associated equipment as set forth in the Service Agreement, annexed hereto as "Exhibit B" and made a part hereof; and

WHEREAS, the Contractor has, to date, performed all Services requested by the County, and is willing and able to continue to perform the Services necessary to meet the needs of the County; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The duration of the Original Agreement shall remain unchanged and shall terminate on December 31, 2024.
2. The Original Agreement shall be amended to include services for four additional tower sites and related equipment as set forth in "Exhibit B: Service Agreement", which is annexed hereto and made a part hereof. The four additional tower sites to be included are: Bridgewater, Florence, Kirkland and Steuben.
3. The yearly payment for the Services shall be increased by \$73,554.12 (Seventy-Three Thousand Five Hundred Fifty-Four and 12/100 Dollars) for a total yearly cost of \$470,070.12 (Four Hundred Seventy Thousand Seventy and 12/100 Dollars). The total cost of the remainder of the Agreement shall not exceed \$1,410,210.36 (One Million Four Hundred Ten Thousand Two Hundred Ten and 36/100 Dollars).



4. All other terms of the Original Agreement shall remain in full force and effect without change or adjustment.

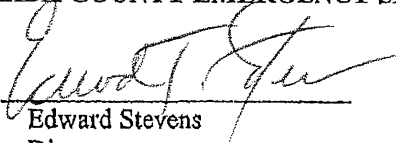
IN WITNESS WHEREOF, the parties have caused this Extension and Amendment Agreement to be executed as of the last date written below.

**COUNTY OF ONEIDA**

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

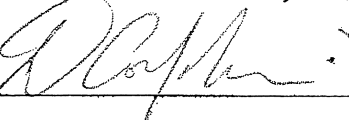
Date: \_\_\_\_\_

**ONEIDA COUNTY EMERGENCY SERVICES**

By:   
Edward Stevens  
Director

Date: 03-14-22

**MOTOROLA SOLUTIONS, INC.**

By: 

Date: March 8, 2022

Approved:

\_\_\_\_\_

(Assistant) County Attorney

# Exhibit A

## MAINTENANCE, SUPPORT AND SUA ADDENDUM

This Addendum to the Communications System and Services Agreement, County Contract No. 24676 ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

### 1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"Effective Date" means the January 1, 2019.

"Services" means the products, maintenance and support services as described in Motorola's proposal dated June 13, 2019.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

### 2. SCOPE

Motorola will provide maintenance and support Services and/or SUA Services as further described in the Motorola's proposal dated June 13, 2019 and applicable Statement of Work, or attachment to Motorola's proposal for additional services, a copy of which is attached hereto and incorporated herein as Attachment 1 ("Proposal").

### 3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the Services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

#### 3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for maintenance and support Services will be indicated in the Proposal.

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those Services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support Services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Services purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

#### 3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## 3.2 SUA SERVICES

3.2.1 The Software License Agreement attached hereto and incorporated herein by reference as Exhibit A applies to any Motorola Software provided as part of the SUA transactions.

3.2.2 The term of this Addendum is six (6) years, commencing on the Effective Date. The Price for the maintenance, support and SUA will vary, as more fully set forth in the pricing page in the Proposal. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA Services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA Services is set forth in the SUA Statement of Work.

3.2.6 In addition to the description of the SUA Services and exclusions provided in the SUA Statement of Work, the following apply:

- a. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b. SUA Services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c. Unless specifically included in this Addendum or the SUA Statement of Work, SUA Services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA Services.

3.2.7 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the six (6) year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the six (6) year commitment.

**4. PAYMENT**

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments (including Attachment 1, the "Proposal" and Exhibit A, "Motorola's Software License Agreement"), and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Oneida County, NY**

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

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

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

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

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

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

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

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

**Exhibit A**  
**Motorola's Software License Agreement**

This Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Oneida County, NY ("Licensee").

For good and valuable consideration, the parties agree as follows:

**Section 1      DEFINITIONS**

**"Confidential Information"** means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

**"Designated Products"** means products provided by Motorola or other suppliers to Licensee with which or for which the Software and Documentation is licensed for use.

**"Documentation"** means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

**"Open Source Software"** means software with either freely obtainable source code, license for modification, or permission for free distribution.

**"Open Source Software License"** means the terms or conditions under which the Open Source Software is licensed.

**"Security Vulnerability"** means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

**"Software"** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**Section 2      SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary Software and Documentation.





### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

3.3. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR DESIGNATED PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USE OF THAT PARTICULAR DESIGNATED PRODUCT.

### Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to one other device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless as otherwise dated in a primary agreement or Addenda, the commencement date and the term of the Software warranty will be a period of one (1) year from the date of system acceptance or beneficial use, whichever occurs first (the "Warranty Period"), except for application Software that is provided on a per unit basis, the warranty period for subsequent units licensed is the remainder, if any, of the initial warranty period or, if the initial warranty period has expired, the remainder, if any, of the term of the applicable Software Maintenance and Support Agreement. If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. To assert a warranty claim, Licensee must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Licensee) repair the defective Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Licensee for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced Product is warranted for the balance of the original applicable warranty period.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

6.5.5. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION AND NON-INFRINGEMENT. ESRI DOES NOT WARRANT THAT THE DATA WILL MEET LICENSEE'S NEEDS OR EXPECTATIONS, THE USE OF THE SAME WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

## Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when this Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and

Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 Commercial Computer Software**

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets. Software, Documentation, proprietary information and trade secrets embodied therein constitute Confidential Information. During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

## **Section 11     LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 12     NOTICES**

Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

## **Section 13     INTENTIONALLY OMITTED**

## **Section 14     GENERAL**

14.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

14.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

14.3. **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

14.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

14.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a

sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

14.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

14.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 14 survive the termination of this Agreement.

14.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the any primary agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the primary agreement or any other exhibit as it applies to any other subject matter.

14.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Attachment 1  
Motorola's Proposal entitled Advanced Plus Proposal dated June 13, 2019

See attached.



Motorola Solutions Inc.  
123 Tice Boulevard Suite 203  
Woodcliff Lake, NJ 07677  
USA

June 13, 2019

Director Kevin Revere  
Oneida County Office of Emergency Services  
120 Base Road  
Oriskany, NY 13424

Subject: Maintenance and System Upgrade Agreement

Dear Kevin,

Motorola Solutions, Inc. ("Motorola") is pleased to present Oneida County, New York (the County) with this pricing for Maintenance and System Upgrade Agreement for your ASTRO 25 Public Safety Radio System.

Motorola's proposal includes a multi year maintenance and SUA II that aligns with the other counties in the Central New York Consortium and will keep Oneida County's system current.

Questions or inquiries may be addressed to Kevin Ryan at (518) 817-1118. We look forward to working with you to implement these improvements to you communications system and welcome any questions you may have.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Roy Kirchner', written over a light blue horizontal line.

Roy Kirchner  
MSSSI Vice President



# ADVANCED PLUS PROPOSAL

## ONEIDA COUNTY EMERGENCY SERVICES ASTRO 25 NETWORK



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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# ADVANCED PLUS SERVICES

## ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of Oneida County's network and reduce system downtime Motorola proposes our Advanced Plus Services offering to the Oneida County Office of Emergency Services. Appropriate for customers who wish to leverage Motorola's experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and onsite support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- Onsite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Remote Security Patch Installation.
- Security Monitoring.
- Network Updates.

These services will be delivered to Oneida County through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

## ADVANCED PLUS SERVICES DESCRIPTION

### Centralized Service Delivery

Centralized support will be provided by Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Oneida County's system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between Oneida County, third-party subcontractors and manufacturers, and Motorola. When Oneida County's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting Oneida County's inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and



operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support to Oneida County will also provide **Network Event Monitoring** to Oneida County's network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor Oneida County's system, often identifying and resolving anomalous events before they might affect user communications.

## Field Service Delivery

Onsite repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

**OnSite Support** provides local, trained and qualified technicians who will arrive at Oneida County's location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Oneida County's location in order to remedy equipment issues based on the impact of the issue to overall system function.

**Annual Preventive Maintenance Service** provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

## Network Hardware Repair

**Network Hardware Repair** – Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

## Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide Oneida County with pre-tested security updates, pre-tested and remotely installed by Motorola on Oneida County's system. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on Oneida County's network. Once an update is fully tested and ready for deployment in Oneida County's system, Motorola will remotely install it onto Oneida County's system, and notify Oneida County that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website.

## Network Updates

With our proposed **Network Updates Service**, Motorola commits to sustain Oneida County's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Oneida County has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Oneida County to add RF sites, dispatch positions, data subsystems, network



management positions, and other elements to increase capacity and processing capability. Motorola will minimize any interruption to system operation during each network update, with minimal reliance on Oneida County's personnel.

## **MOTOROLA'S SERVICE CAPABILITIES**

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

### **On-Call Support through the Solutions Support Center (SSC)**

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

### **Onsite Service through a Field Service Team**

Onsite maintenance and repair of Oneida County's system will be provided by Motorola's local team of service personnel. Motorola will provide Oneida County with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Oneida County's service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Oneida County that the system is restored to normal operation and request approval to close the case.

### **Centralized Repair Management through Motorola's Repair Depot**

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Oneida County's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Oneida County's system. All components being repaired are tracked throughout the process, from shipment by Oneida County to return through a case management system where users can view the repair status of the radio via a web portal.

### **Direct Access to System Information through MyView Portal**

Supplementing Motorola's proposed services plan for Oneida County is access to Motorola's online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, Oneida



County's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

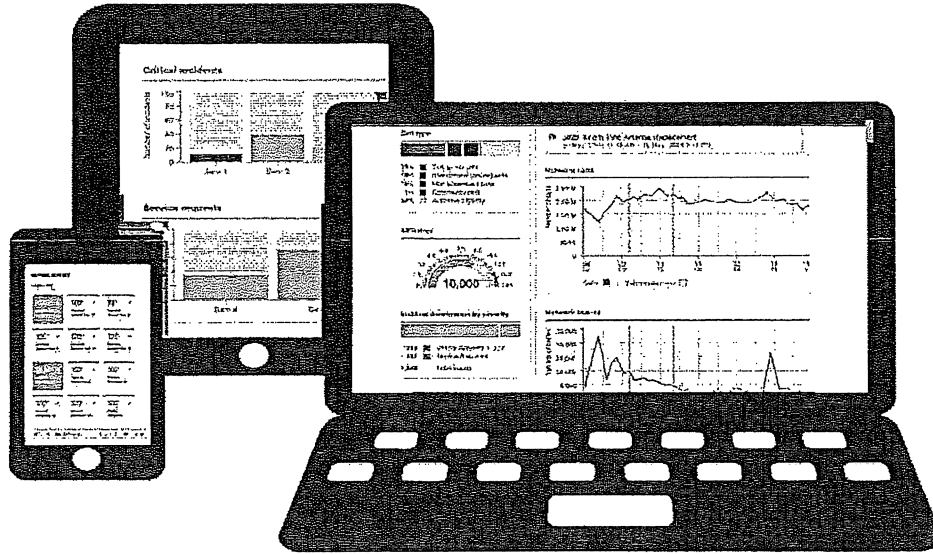


Figure 1: MyView Portal offers real-time, roled-based access to critical system and services information.

# PRICING

June 17, 2019

Sale Price

Description of Services	2019	2020	2021	2022	2023	2024
SUA II Advanced +	Deferred	\$141,254.40	\$141,254.40	\$141,254.40	\$141,254.40	\$141,254.40
Maintenance Advanced +	\$203,121.75 Included @ N/C	\$255,261.60	\$255,261.60	\$255,261.60	\$255,261.60	\$255,261.60
Oneida County Total	\$0.00	\$396,516.00	\$396,516.00	\$396,516.00	\$396,516.00	\$396,516.00

## Advanced Package Plus Services & SUAII

SUAII includes Security Update Services (SUS) and provides all Software, Hardware and Implementation (labor) Services to perform a system upgrade every two years.



# **ADVANCED SERVICES**

**IMPROVE RESPONSE AND CONTINUITY**

FOR ASTRO® 25 SYSTEMS



**MOTOROLA SOLUTIONS**



## **EXPERT SERVICE TEAMS HELP IMPROVE RESPONSE, MITIGATE DOWNTIME, ENSURE NETWORK CONTINUITY**

With Advanced Services, you get fast response to network issues by our qualified technicians who analyze and diagnose your network, as well as deliver routine maintenance. Two levels of support allow for flexibility to match your requirements:

### **ADVANCED REMOTE INCIDENT MANAGEMENT**

Ensuring network availability is critical and requires around-the-clock vigilance provided by an experienced support staff certified on the latest technologies and backed by industry-standard tools and proven processes.

With network event monitoring, Motorola connects securely and seamlessly to your infrastructure, and our dedicated, highly-trained staff proactively detects, troubleshoots and rapidly resolves network issues. When an actionable event is detected, our technologists conduct remote diagnosis using our extensive knowledge database to identify the problem quickly and accurately, and to resolve it immediately. If remote resolution is not possible, a local field technician is dispatched to the affected site to resolve the issue; while the technologist maintains oversight until the network is restored and the case is closed.

### **MINIMIZE CYBERSECURITY RISK**

Proactive security updates are remotely applied by Motorola to help maintain operational integrity of your network and minimize cybersecurity risk. Our certified security experts perform patch validation in our dedicated system test lab running the same software as your network to ensure no service disruption.

### **ADDITIONAL SERVICE SUPPORT**

- 24x7x365 access to our system technologists to help troubleshoot and resolve network issues.
- Network hardware support for all Motorola-manufactured equipment and select third-party vendors. Factory-trained and certified technicians troubleshoot, analyze, test and repair your equipment at our centralized facility. You will experience expert, high-quality, reliable support for rapid turn-around. Timely and accurate diagnosis and repair assures that all equipment you send to us is returned to factory specifications and updated to the latest firmware.
- Annual preventive maintenance of your infrastructure to continually meet original manufacturer's specifications. Routine test and alignment helps improve system efficiency and minimize downtime.

### **ADVANCED PLUS EFFICIENTLY UPDATE YOUR TECHNOLOGY**

In addition to Advanced Services, Advanced Plus helps extend the lifespan of your network with planned upgrades. Get the necessary network upgrades, implementation and change management services required to maintain your network at the highest level of support.

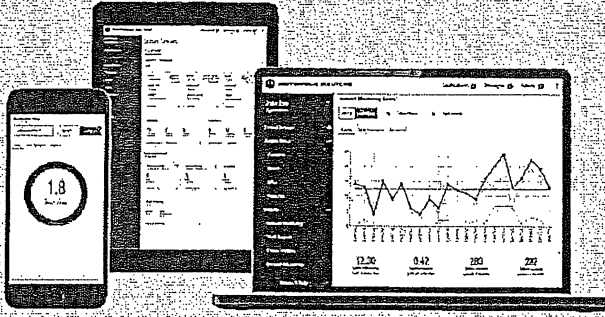
Motorola heavily invests in research and development to continually improve system capability, security and industry standards. Upgrading your network ensures you attain the most value from your ASTRO® 25 investment with the latest features and security enhancements while reducing total cost of ownership.



## AT-A-GLANCE

SERVICES	ADVANCED	ADVANCED PLUS
Network Upgrades		
Network Event Monitoring		
Annual Preventive Maintenance		
Onsite Support		
Remote Security Patch Installation		
Network Hardware Repair		
24x7x365 Technical Support		

### MYVIEW PORTAL FOR VISIBILITY TO CRITICAL SYSTEM AND SERVICES INFORMATION



With Advanced Services, you gain access to MyView Portal for system and service delivery information to help make smarter, faster and more proactive decisions to keep your network running smoothly and effectively.

**KEY FEATURES:**

- Service Delivery Information
- Historical Reports
- Asset Information
- Security Update Status
- Network Upgrade Status

## UNMATCHED SERVICE DELIVERY

### SOLUTIONS SUPPORT CENTER

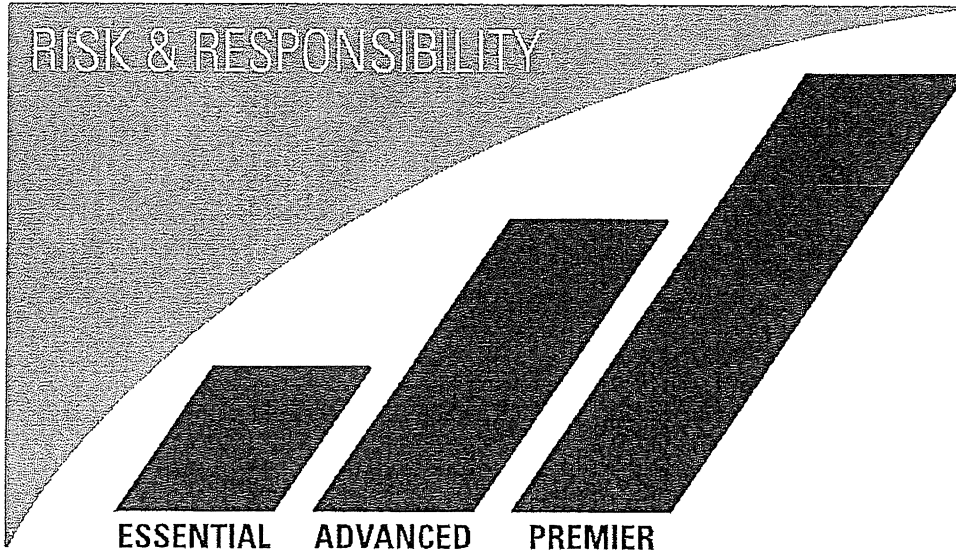
Our goal is to help you maintain continuous system uptime and availability. Rely on one point of coordinated contact for all of your service and repair needs. The Solutions Support Center is the cornerstone of our customer care and service delivery staffed 24x7x365 by experienced system technologists. This includes our ISO 9001 and TL 9000-certified Network and Security Operations Centers (NOC/SOC) that leverage ITIL processes and common service platforms for event monitoring, management and issue resolution.

Motorola continuously invests in resources, as well as in sophisticated test lab, tools, applications, and proven repeatable methodologies that ensure your network maintains absolute availability. System issues are identified and corrective actions taken before you are even aware there is a problem.

### STATE-OF-THE-ART REPAIR DEPOT

Motorola's repair depot enables you to realize economies of scale that only a centralized depot can provide. Our ISO 9001 and TL 9000-certified procedures ensure your equipment is quickly returned to the highest quality standards. We replicate your network in our test labs in order to reproduce and analyze the issue. Trained and certified technicians utilize sophisticated, automated test equipment to analyze, isolate and repair your equipment.

# DRIVE YOUR PERFORMANCE WITH THE RIGHT LEVEL OF SERVICE



## ENSURE CONTINUITY • ENHANCE PRODUCTIVITY • REDUCE RISK

As a continuum of expert services, each package provides a higher level of support, transferring the risk and responsibility to Motorola.

To learn more, visit [www.motorolasolutions.com/services](http://www.motorolasolutions.com/services)

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# ADVANCED PLUS PROPOSAL

# ONEIDA COUNTY EMERGENCY SERVICES ASTRO 25 NETWORK



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**Network Hardware Repair** – Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

## Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide Oneida County with pre-tested security updates, pre-tested and remotely installed by Motorola on Oneida County's system. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on Oneida County's network. Once an update is fully tested and ready for deployment in Oneida County's system, Motorola will remotely install it onto Oneida County's system, and notify Oneida County that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website.

## Network Updates

With our proposed **Network Updates Service**, Motorola commits to sustain Oneida County's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Oneida County has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Oneida County to add RF sites, dispatch positions, data subsystems, network



management positions, and other elements to increase capacity and processing capability. Motorola will minimize any interruption to system operation during each network update, with minimal reliance on Oneida County's personnel.

## **MOTOROLA'S SERVICE CAPABILITIES**

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

### **On-Call Support through the Solutions Support Center (SSC)**

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

### **Onsite Service through a Field Service Team**

Onsite maintenance and repair of Oneida County's system will be provided by Motorola's local team of service personnel. Motorola will provide Oneida County with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Oneida County's service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Oneida County that the system is restored to normal operation and request approval to close the case.

### **Centralized Repair Management through Motorola's Repair Depot**

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Oneida County's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Oneida County's system. All components being repaired are tracked throughout the process, from shipment by Oneida County to return through a case management system where users can view the repair status of the radio via a web portal.

### **Direct Access to System Information through MyView Portal**

Supplementing Motorola's proposed services plan for Oneida County is access to Motorola's online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, Oneida





County's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

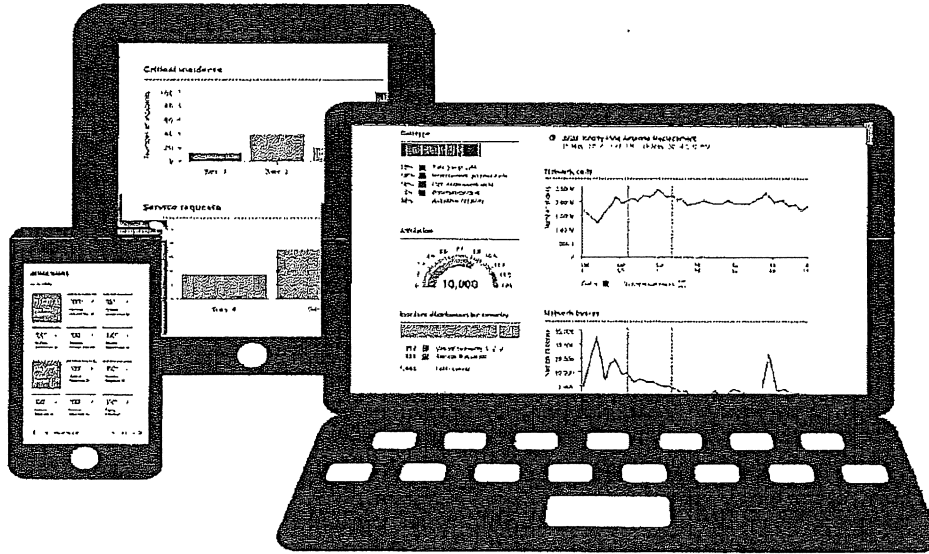


Figure 1: MyView Portal offers real-time, roled-based access to critical system and services information.

## EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24263

### LESSEE:

Oneida County  
800 Park Avenue  
Utica NY 13501

### LESSOR:

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon execution hereof by both parties. The term of this Lease will commence on the date specified in Schedule A attached hereto, and unless terminated according to terms hereof, or the purchase option provided in Section 18 is exercised, this Lease will continue until the End Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its Assignee (as defined below in Section 4) the payments set forth in Schedule B Lease Payment Schedule attached hereto. Such payments in Schedule B will be referred to as the "Lease Payments." The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its Assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and pursue funds from which the Lease Payments may be made. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to the Oneida County, NY Simulcast Subsites Add-On dated: 15 November 2017 (the "Contract") covering the Equipment (attached as Schedule C). Lessee acknowledges and agrees that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Lease and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS".

LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of breach under Section 6, nor for purposes of default under Section 16.

**5.1 EXECUTORY CONTRACT.** For purposes of Section 109-b(2)(f) of the General Municipal Law of the State of New York, Lessor and Lessee hereby agree that this Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of such Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. This Lease is not a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under this Lease. It is understood that neither this Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Lease.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment. The Lessee and other municipalities in their official capacity as public safety providers will be the only entities to use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the Lessor thereof for federal income tax purposes. In such event,

notwithstanding anything to the contrary contained in Section 11 of this Lease, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from legally available funds.

It is Lessor's and Lessee's intention that this Lease not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default as defined in Section 16, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised on or before the End Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease,

including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee, Lessee's employees, or those individuals and/or entities as stated in the Contract, or employees of other municipalities in their official capacity as public safety providers. Lessor may, and Lessee consents that Lessor may, assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such Assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such Assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease, and Lessee consents to such reassigning, and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is

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not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of this Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW, VENUE, AND JURISDICTION.** This Lease shall be construed and governed by the laws of the state of New York, without reference to its principles of conflicts of laws. Both Lessor and Lessee consent to jurisdiction and venue in Oneida County in the United States District Court, Northern District of New York, or the Oneida County Supreme Court, in connection with any dispute arising out of, or in connection with, this Lease. Lessor expressly consents to personal jurisdiction in the State of New York.

**22. SERVICE OF PROCESS.** Lessor 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.

**23. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**24. ENTIRE AGREEMENT AND WAIVER.** This Lease, together with the Certificate of Incumbency, Opinion of Counsel, Schedule A Equipment Lease-Purchase Agreement, Schedule B Lease Payment Schedule, Evidence of Insurance, Statement of Essential Use/Source of Funds, Delivery and Acceptance Certificate, Bank Qualified Statement, Opinion of Counsel II, Information Return for Tax-Exempt Governmental Obligations, Schedule C the Contract, and the and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to this Lease, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**25. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease as of the \_\_\_\_\_ day of December, 2017.

LESSEE:

Oneida County

By: 

Title: Oneida County Executive

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: 

Title: Assistant Treasurer

### CERTIFICATE OF INCUMBENCY

I, Sandra J. DePerno, \_\_\_\_\_ do hereby certify that I am the duly elected  
(Printed Name of Clerk)

Clerk of **Oneida County**, an entity duly organized and existing under the laws of the State of New York that I have custody of the records of such entity, and that, as of the date hereof, the individual executing this Lease is the duly elected officer of such entity holding the office below his name. I further certify that (i) the signatures set forth above his name and title is his true and authentic signatures and (ii) such officer has the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24263, between **Oneida County** and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is an Opinion of Counsel detailing the authority given to the County Executive to execute this Lease.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **Oneida County**, hereto this

28<sup>th</sup> day of December 2017

By: 

(Signature of Clerk)

SEAL

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 24263 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, and (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has completed and will continue to complete future applications for grant funding to cover payments due under the Lease. This opinion may be relied upon by the Lessor and any Assignee of the Lessor's rights under the Lease.



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Attorney for Oneida County



**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A                    24263  
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 24263 ("Lease"), between Lessor and Oneida County, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<b>QUANTITY</b>	<b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b>
	Refer to attached Equipment List in Section 3.3 of the Contract.
<b>Equipment Location:</b>	Oneida County, New York

**Initial Term: 84 Months**

**Commencement Date: 12/30/2017**

**First Payment Due Date: 1/1/2019**

7 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

SITE	COMPONENT	QTY	NOMENCLATURE	DESCRIPTION
MASTER	License	1	SQM01SUM0273	MASTER SITE CONFIGURATION
MASTER	License	1	CA02629AB	ADD: EXPAND 7.16 M CORE
MASTER	License	1	UA00158AA	ADD: PHASE 2 TDMA TRKG OP ZONE LIC
MASTER	License	4	UA00159AA	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC
MASTER	License	24	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
911_SHLTR	SIML_CNTRLR	1	T7140	GCP 8000 SITE CONTROLLER
911_SHLTR	SIML_CNTRLR	4	CA02214AA	ADD: SIMULCAST REMOTE SITE LICENSE VOICE ONLY
911_SHLTR	SIML_CNTRLR	1	T7140	GCP 8000 SITE CONTROLLER
911_SHLTR	SIML_CNTRLR	4	CA02214AA	ADD: SIMULCAST REMOTE SITE LICENSE VOICE ONLY
Bridgwater	GPS	3	DSTRAK91061	FOUR PORT DDM
Bridgwater	GTR8000	6	T7039	GTR 8000 BASE RADIO
Bridgwater	GTR8000	6	X530BG	ADD: VHF (136-174 MHZ)
Bridgwater	GTR8000	6	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
Bridgwater	GTR8000	6	X153AW	ADD: RACK MOUNT HARDWARE
Bridgwater	GTR8000	6	CA01842AA	ADD: P25 TDMA SOFTWARE
Bridgwater	PWR_STRIP	1	DSRMP615	RACK MOUNT, 15A PWR STRIP
Bridgwater	SURGE	1	DS1101994	SURGE PROT ENET
Bridgwater	SURGE	1	DSTSJAOP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Bridgwater	SHELF	1	DSRM382R3	TILTING KEYBOARD SHELF W/MOUSEPAD
Bridgwater	RACK	1	THN1012	RACK 7' OPEN
Bridgwater	DC_DIST	6	DSPBA20	BREAKER 20 AMP PBA PLUG-IN
Bridgwater	DC_PWR	1	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
Bridgwater	DC_PWR	1	DSDST20A	DISTRIBUTION PANEL (UL) W/ REAR COV
Bridgwater	DC_PWR	1	DSBBA800	ISOLATED GROUND BUS BAR ASSEMBLY, 8
Bridgwater	DC_PWR	2	DS502661	BREAKER 60A 1P AUX 5/16 BULLET
Bridgwater	COMB	1	DS743716024TER2	6 CH TX; 8 CH RX COMBINER
Bridgwater	TX ANT	1	DSFSA1041DIN	DIRECTIONAL DIPOLE ARRAY, 5 DBD, 106 DEG BW, 148-174 MHZ, PIM RATED
Bridgwater	ANT_Clamps	1	DSUG12	CLAMPS; SET OF 2
Bridgwater	ANT_JMPR	10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
Bridgwater	ANT_JMPR	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Bridgwater	ANT_JMPR	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
Bridgwater	CONN	2	DSA5DFD	7-16IN DIN FEMALE CONNECTOR
Bridgwater	GND_KIT	4	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
Bridgwater	POLYPHSR	1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
Bridgwater	POLYPHSR	1	DSBFD	FLANGE ADAPTER
Bridgwater	STA_JMPR	1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
Bridgwater	STA_JMPR	3	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
Bridgwater	STA_CBL	140	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
Bridgwater	STA_CBL	12	DSF4NRHC	1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
Bridgwater	STA_CBL	120	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX
Bridgwater	STA_CBL	16	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR
Bridgwater	STA_CBL	16	DSF1TBMC	F1TBM-C 1/4" BNC MALE CONNECTOR
Bridgwater	VSWR_MON	1	DSSP13182440DIN	APM COUPLER
Bridgwater	TRANS_LINE	220	DSAVA550	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE (AVA5-50FX)/FOOT
Florence	GPS	3	DSTRAK91061	FOUR PORT DDM
Florence	GTR8000	6	T7039	GTR 8000 BASE RADIO
Florence	GTR8000	6	X530BG	ADD: VHF (136-174 MHZ)
Florence	GTR8000	6	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
Florence	GTR8000	6	X153AW	ADD: RACK MOUNT HARDWARE
Florence	GTR8000	6	CA01842AA	ADD: P25 TDMA SOFTWARE
Florence	PWR_STRIP	1	DSRMP615	RACK MOUNT, 15A PWR STRIP
Florence	SURGE	1	DS1101994	SURGE PROT ENET
Florence	SURGE	1	DSTSJAOP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Florence	SHELF	1	DSRM382R3	TILTING KEYBOARD SHELF W/MOUSEPAD
Florence	RACK	1	THN1012	RACK 7' OPEN
Florence	DC_DIST	6	DSPBA20	BREAKER 20 AMP PBA PLUG-IN
Florence	DC_PWR	1	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
Florence	DC_PWR	1	DSDST20A	DISTRIBUTION PANEL (UL) W/ REAR COV
Florence	DC_PWR	1	DSBBA800	ISOLATED GROUND BUS BAR ASSEMBLY, 8

Florence	DC_PWR	2	DS502661	BREAKER 60A 1P AUX 5/16 BULLET
Florence	COMB	1	DS743716024TER2	6 CH TX; 8 CH RX COMBINER
Florence	TX ANT	1	DSCSA1041DIN	DIRECTIONAL DIPOLE ARRAY, 7DBD, 64 DEG BW, 148-174 MHZ, PIM RATED
Florence	ANT_Clamps	1	DSUC12	CLAMPS; SET OF 2
Florence	ANT_JMPR	10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
Florence	ANT_JMPR	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Florence	ANT_JMPR	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
Florence	CONN	2	DSA5DFD	7-16IN DIN FEMALE CONNECTOR
Florence	GND_KIT	6	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
Florence	POLYPHSR	1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
Florence	POLYPHSR	1	DSBFD	FLANGE ADAPTER
Florence	STA_JMPR	1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
Florence	STA_JMPR	3	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
Florence	STA_CBL	140	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
Florence	STA_CBL	12	DSF4NRHC	1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
Florence	STA_CBL	120	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX
Florence	STA_CBL	16	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR
Florence	STA_CBL	16	DSF1TBMC	F1TBM-C 1/4" BNC MALE CONNECTOR
Florence	VSWR_MON	1	DSSP13182440DIN	APM COUPLER
Florence	TRANS_LINE	300	DSAVA550	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORREGATED CABLE (AVA5-50FX)/FOOT
Kirkland	GPS	3	DSTRAK91061	FOUR PORT DDM
Kirkland	GTR8000	6	T7039	GTR 8000 BASE RADIO
Kirkland	GTR8000	6	X530BG	ADD: VHF (136-174 MHZ)
Kirkland	GTR8000	6	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
Kirkland	GTR8000	6	X153AW	ADD: RACK MOUNT HARDWARE
Kirkland	GTR8000	6	CA01842AA	ADD: P25 TDMA SOFTWARE
Kirkland	PWR_STRIP	1	DSRMP615	RACK MOUNT, 15A PWR STRIP
Kirkland	SURGE	1	DS1101994	SURGE PROT ENET
Kirkland	SURGE	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Kirkland	SHELF	1	DSRM382R3	TILTING KEYBOARD SHELF W/MOUSEPAD
Kirkland	RACK	1	THN1012	RACK 7' OPEN
Kirkland	DC_DIST	6	DSBPA20	BREAKER 20 AMP PBA PLUG-IN
Kirkland	DC_PWR	1	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
Kirkland	DC_PWR	1	DS DST20A	DISTRIBUTION PANEL (UL) W/ REAR COV
Kirkland	DC_PWR	1	DSBBA800	ISOLATED GROUND BUS BAR ASSEMBLY, 8
Kirkland	DC_PWR	2	DS502661	BREAKER 60A 1P AUX 5/16 BULLET
Kirkland	COMB	1	DS743716024TER2	6 CH TX; 8 CH RX COMBINER
Kirkland	TX ANT	1	DSFSA1041DIN	DIRECTIONAL DIPOLE ARRAY, 5 DBD, 106 DEG BW, 148-174 MHZ, PIM RATED
Kirkland	ANT_Clamps	1	DSUC12	CLAMPS; SET OF 2
Kirkland	ANT_JMPR	10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
Kirkland	ANT_JMPR	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Kirkland	ANT_JMPR	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
Kirkland	CONN	2	DSA5DFD	7-16IN DIN FEMALE CONNECTOR
Kirkland	GND_KIT	6	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
Kirkland	POLYPHSR	1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
Kirkland	POLYPHSR	1	DSBFD	FLANGE ADAPTER
Kirkland	STA_JMPR	1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
Kirkland	STA_JMPR	3	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
Kirkland	STA_CBL	140	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
Kirkland	STA_CBL	12	DSF4NRHC	1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
Kirkland	STA_CBL	120	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX
Kirkland	STA_CBL	16	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR
Kirkland	STA_CBL	16	DSF1TBMC	F1TBM-C 1/4" BNC MALE CONNECTOR
Kirkland	VSWR_MON	1	DSSP13182440DIN	APM COUPLER
Kirkland	TRANS_LINE	300	DSAVA550	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORREGATED CABLE (AVA5-50FX)/FOOT
Steuben	GPS	3	DSTRAK91061	FOUR PORT DDM
Steuben	GTR8000	6	T7039	GTR 8000 BASE RADIO
Steuben	GTR8000	6	X530BG	ADD: VHF (136-174 MHZ)
Steuben	GTR8000	6	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
Steuben	GTR8000	6	X153AW	ADD: RACK MOUNT HARDWARE
Steuben	GTR8000	6	CA01842AA	ADD: P25 TDMA SOFTWARE

Steuben	PWR_STRIP	1	DSRMP615	RACK MOUNT, 16A PWR STRIP
Steuben	SURGE	1	DS1101994	SURGE PROT ENET
Steuben	SURGE	1	DSTSJADP	RACK MOUNT GROUND BAR, 19-IN FOR TSJ AND WPH SERIES DATA SPDS
Steuben	SHELF	1	DSRM382R3	TILTING KEYBOARD SHELF W/MOUSEPAD
Steuben	RACK	1	THN1012	RACK 7' OPEN
Steuben	DC_DIST	6	DSPBA20	BREAKER 20 AMP PBA PLUG-IN
Steuben	DC_PWR	1	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
Steuben	DC_PWR	1	DSDST20A	DISTRIBUTION PANEL (UL) W/ REAR COV
Steuben	DC_PWR	1	DSBBA800	ISOLATED GROUND BUS BAR ASSEMBLY, 8'
Steuben	DC_PWR	2	DS502661	BREAKER 60A 1P AUX 5/16 BULLET
Steuben	COMB	1	DS743716024TER2	6 CH TX; 8 CH RX COMBINER
Steuben	TX ANT	1	DSCSA1041DIN	DIRECTIONAL DIPOLE ARRAY, 7DBD, 64 DEG BW, 148-174 MHZ, PIM RATED
Steuben	ANT_Clamps	1	DSUC12	CLAMPS; SET OF 2
Steuben	ANT_JMPR	10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
Steuben	ANT_JMPR	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2" IN CABLE
Steuben	ANT_JMPR	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
Steuben	CONN	2	DSA50FD	7-16IN DIN FEMALE CONNECTOR
Steuben	GND_KIT	4	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
Steuben	POLYPHSR	1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
Steuben	POLYPHSR	1	DSBFD	FLANGE ADAPTER
Steuben	STA_JMPR	1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
Steuben	STA_JMPR	3	DSF4DRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
Steuben	STA_CBL	140	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
Steuben	STA_CBL	12	DSF4NRHC	1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
Steuben	STA_CBL	120	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX
Steuben	STA_CBL	16	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR
Steuben	STA_CBL	16	DSF1TBMC	F1TBM-C 1/4" BNC MALE CONNECTOR
Steuben	VSWR_MON	1	DSSP13182440DIN	APM COUPLER
Steuben	TRANS_LINE	220	DSAVA550	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE (AVA5-50FX)/FOOT
Subscriber	FD Port	318	H51KDF9PW6 N	APX 4000 VHF MHZ MODEL 2 PORTABLE
Subscriber	FD Port	318	QA04865	ADD: TWO KNOB CONFIGURATION
Subscriber	FD Port	318	QA00580	ADD: TDMA OPERATION
Subscriber	FD Port	318	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	FD Port	318	H499	ENH: SUBMERSIBLE (DELTA T)
Subscriber	FD Port	318	QA09000	ADD: DIGITAL TONE SIGNALING
Subscriber	FD Port	318	Q887	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	FD Port	318	QA04934	ALT: IMPRES LI-ION 2500MAH RUGGED U
Subscriber	FD Port	318	PMLN7182A	APX2000/4000 TWO-KNOB, SWIVEL, LEATHE
Subscriber	FD Port	318	RLN6487A	ACCESSORY KIT, FIREMAN'S RADIO STRAP
Subscriber	FD Port	318	PMMN4065A	APX IMPRES RSM W/VOL, IP57
Subscriber	PD Port	230	H51KDF9PW6 N	APX 4000 VHF MHZ MODEL 2 PORTABLE
Subscriber	PD Port	230	QA04865	ADD: TWO KNOB CONFIGURATION
Subscriber	PD Port	230	QA00580	ADD: TDMA OPERATION
Subscriber	PD Port	230	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	PD Port	230	Q629	ENH: AES ENCRYPTION
Subscriber	PD Port	230	Q887	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	PD Port	230	QA00582	ALT: IMPRES LI-ION 2500MAH UL/DELTA
Subscriber	PD Port	230	PMLN7182A	APX2000/4000 TWO-KNOB, SWIVEL, LEATHE
Subscriber	PD Port	230	PMMN4062A	IMPRES RSM, NOISE CANC. EMERGENCY B
Subscriber	PD/FD	672	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US
Subscriber	PD	138	M22KSS9PW1 N	APX4500 VHF
Subscriber	PD	138	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	PD	138	GA00580	ADD: TDMA OPERATION
Subscriber	PD	138	GA00804	ADD: APX O2 CONTROL HEAD (Green)
Subscriber	PD	138	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	PD	138	G843	ADD: AES ENCRYPTION APX
Subscriber	PD	138	G66	ADD: DASH MOUNT O2 WWM
Subscriber	PD	138	W22	ADD: STD PALM MICROPHONE APEX
Subscriber	PD	138	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
Subscriber	PD	138	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	PD	138	GA00235	ADD: NO GPS ANTENNA NEEDED

Subscriber	PD	138	B18	ADD: AUXILARY SPKR 7.5 WATT
Subscriber	FD	248	M22KSS9PW1 N	APX4500 VHF
Subscriber	FD	248	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	FD	248	GA00580	ADD: TDMA OPERATION
Subscriber	FD	248	GA00804	ADD: APX O2 CONTROL HEAD (Green)
Subscriber	FD	248	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	FD	248	G66	ADD: DASH MOUNT O2 WWM
Subscriber	FD	248	W22	ADD: STD PALM MICROPHONE APEX
Subscriber	FD	248	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
Subscriber	FD	248	GA09000	ADD: DIGITAL TONE SIGNALING
Subscriber	FD	248	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	FD	248	GA00235	ADD: NO GPS ANTENNA NEEDED
Subscriber	FD	248	B18	ADD: AUXILARY SPKR 7.5 WATT
Subscriber	FD	22	M25KSS9PW1 N	APX6600 VHF MID POWER
Subscriber	FD	22	G806	ADD: ASTRO DIGITAL CAI OPERATION
Subscriber	FD	22	G51	ENH: SMARTZONE OPERATION APX6500
Subscriber	FD	22	G361	ADD: P25 TRUNKING SOFTWARE
Subscriber	FD	22	GA00580	ADD: TDMA OPERATION
Subscriber	FD	22	G442	ADD: O5 CONTROL HEAD
Subscriber	FD	22	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	FD	22	GA00092	ADD: DUAL-CONTROL HD HARDWARE
Subscriber	FD	22	G628	ADD: REMOTE MOUNT CBL 17 FEET
Subscriber	FD	22	G610	ADD: REMOTE MOUNT CBL 30 FEET
Subscriber	FD	22	G67	ADD: REMOTE MOUNT O2 WWM
Subscriber	FD	22	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
Subscriber	FD	44	W22	ADD: STD PALM MICROPHONE APEX
Subscriber	FD	44	G831	ADD: SPKR 15W WATER RESISTANT
Subscriber	FD	22	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	FD	22	GA00235	ADD: NO GPS ANTENNA NEEDED
Subscriber	FD	61	M22KSS9PW1 N	APX4500 VHF
Subscriber	FD	61	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	FD	61	GA00580	ADD: TDMA OPERATION
Subscriber	FD	61	GA00804	ADD: APX O2 CONTROL HEAD (Green)
Subscriber	FD	61	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	FD	61	G66	ADD: DASH MOUNT O2 WWM
Subscriber	FD	61	G89	ADD: NO RF ANTENNA NEEDED
Subscriber	FD	61	W382	ADD: CONTROL STATION DESK GCAI MIC
Subscriber	FD	61	G91	ADD: CONTROL STATION POWER SUPPLY
Subscriber	FD	61	W665	ADD: CONTROL STATION OPERATION
Subscriber	FD	61	GA09000	ADD: DIGITAL TONE SIGNALING
Subscriber	FD	61	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	FD	61	GA00235	ADD: NO GPS ANTENNA NEEDED
Subscriber	FD	61	G142	ADD: NO SPEAKER NEEDED
Subscriber	PD	10	M22KSS9PW1 N	APX4500 VHF
Subscriber	PD	10	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	PD	10	GA00580	ADD: TDMA OPERATION
Subscriber	PD	10	GA00804	ADD: APX O2 CONTROL HEAD (Green)
Subscriber	PD	10	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	PD	10	G66	ADD: DASH MOUNT O2 WWM
Subscriber	PD	10	G843	ADD: AES ENCRYPTION APX
Subscriber	PD	10	G89	ADD: NO RF ANTENNA NEEDED
Subscriber	PD	10	W382	ADD: CONTROL STATION DESK GCAI MIC
Subscriber	PD	10	G91	ADD: CONTROL STATION POWER SUPPLY
Subscriber	PD	10	W665	ADD: CONTROL STATION OPERATION
Subscriber	PD	10	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	PD	10	GA00235	ADD: NO GPS ANTENNA NEEDED
Subscriber	PD	10	G142	ADD: NO SPEAKER NEEDED
Subscriber	DPW	130	M22KSS9PW1 N	APX4500 VHF
Subscriber	DPW	130	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
Subscriber	DPW	130	GA00580	ADD: TDMA OPERATION
Subscriber	DPW	130	GA00804	ADD: APX O2 CONTROL HEAD (Green)

Subscriber	DPW	130	G444	ADD: APX CONTROL HEAD SOFTWARE
Subscriber	DPW	130	G66	ADD: DASH MOUNT O2 WWM
Subscriber	DPW	130	W22	ADD: STD-PALM MICROPHONE APEX
Subscriber	DPW	130	G299	ADD: 1/4 WAVE ROOF TOP 150.8-162
Subscriber	DPW	130	GA00318	ADD: 5 YEAR SERVICE FROM THE START
Subscriber	DPW	130	GA00235	ADD: NO GPS ANTENNA NEEDED
Subscriber	DPW	130	B18	ADD: AUXILARY SPIKR 7.5 WATT
Subscriber	DPW	24	H84KDD9PW5 N	APX 1000 VHF MODEL 1.5 PORTABLE
Subscriber	DPW	24	QA04096	ENH: P25 TRUNKING
Subscriber	DPW	24	QA00580	ADD: TDMA OPERATION
Subscriber	DPW	24	H886BK	ADD: 3 YEAR SERVICE FROM THE START
Subscriber	DPW	24	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US
Subscriber	PD/FD	71	OSANT150F2	TELEWAVE (148-174 MHZ) BROADBAND FI
Subscriber	PD/FD	7100	L1706	LDF4-50A CABLE: 1/2" LDF HELIAX POL
Subscriber	PD/FD	71	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
Subscriber	PD/FD	71	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2
Subscriber	PD/FD	71	DSIS850HNC2MA	RF SPD, 125-1000MHZ DC BLOCK BULKHE
Subscriber	PD/FD	71	DSGKSUNV	**USE DSSG1212B2U FOR 1/2IN ** GK-
Subscriber	PD/FD	1000	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
Subscriber	PD/FD	142	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTO

**SCHEDULE B LEASE PAYMENT SCHEDULE**

24263

Compound Period: Annual

Nominal Annual Rate: 0.000%

**CASH FLOW DATA**

Event	Date	Amount	Number	Period	End Date
1 Loan	12/30/2017	\$ 4,400,000.00	1		
2 Payment	1/1/2019	\$ 628,571.43	7	Annual	1/1/2025

**AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year**

Date	Payment	Interest	Principal	Balance
Loan 12/30/2017				\$ 4,400,000.00
1 1/1/2019	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 3,771,428.57
2 1/1/2020	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 3,142,857.14
3 1/1/2021	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 2,514,285.71
4 1/1/2022	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 1,885,714.28
5 1/1/2023	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 1,257,142.85
6 1/1/2024	\$ 628,571.43	\$ -	\$ 628,571.43	\$ 628,571.42
7 1/1/2025	\$ 628,571.43	\$ 0.01	\$ 628,571.42	\$ -
<b>Grand Totals</b>	<b>\$ 4,400,000.01</b>	<b>\$ 0.01</b>	<b>\$ 4,400,000.00</b>	

Lessee acknowledges that the amount financed by Lessor is \$3,899,320.09 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 3.11%. Such issue price and yield will be stated in the applicable Form 8038-G.

**INITIAL INSURANCE REQUIREMENT: \$4,400,000.00**

Except as specifically provided in Section 5 of the Lease, Lessee agrees to pay to Lessor or its Assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24263 to that Equipment Lease Purchase Agreement number 24263 will be maintained by Oneida County (Lessee) as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of local insurance provider

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 24263, Oneida County, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

Description: All Equipment listed on Schedule A number 24263 to that Equipment Lease Purchase Agreement number 24263. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24263 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its Assignee as additional insured and loss payee  
500 W. Monroe  
Chicago IL 60661

**If self insured, contact Motorola representative for template of self insurance letter.**

**Please see attached evidence of self-insurance from Oneida County.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/22/2017

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

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

PRODUCER OneGroup NY, Inc. 169 Main Street Oneida NY 13421	CONTACT NAME: Shonna Fanning	
	PHONE (A/C, No, Ext): 315-363-2100	FAX (A/C, No): 315-363-2183
E-MAIL ADDRESS: sfanning@bhlinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: US Specialty Ins. Co.		29569
INSURER B: Homeland Insurance Company of Delaware		14231
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 265002471 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPKG80920123	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			CPKG80920123	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPKG80920123	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	Medical Malpractice Law Enforcement Liability			MFL0044740116 CPKG80920123	1/1/2017 1/1/2017	1/1/2018 1/1/2018	5,000,000 5,000,000 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Motorola Solutions Credit Company LLC PO Box 71132 Chicago IL 60694-1132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment? Public safety radio communications.
2. Why is the equipment essential to the operation of Oneida County?  

Oneida County currently operates a VHF analog radio system that requires a complete overhaul/replacement in order to meets today's communications needs. This new Equipment will support fire, police, ambulance, and other first responder communications, and allow interoperability between agencies.
3. Does the equipment replace existing equipment? If so, why is the replacement being made?  

Yes, please see #2 above. The existing system is outdated and needs to be replaced.
4. Is there a specific cost justification for the new equipment?  
If yes, please attach outline of justification.  

No, there is no specific cost justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?  

New York State Grant funding.

# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24263

Lease Schedule A No. : 24263

## EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in Lease Schedule A #24263. See Section 3.3 of the Contract for a detailed Equipment List.

LESSEE:

Oneida County

By: 

Date: 10/28/17

## Bank Qualified Statement

LESSEE CERTIFIES THAT IT HAS NOT DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Opinion of Counsel II

Execution of Lease by the Oneida County Executive

Authority of the Oneida County Executive to execute agreements with Motorola Solutions, Inc. regarding the purchase of equipment to upgrade the Oneida County interoperable radio system for use throughout Oneida County

November 28, 2017

By Alison M. Stanulevich, Esq., Oneida County Attorney

WHEREAS, Oneida County first responders are operating on an outdated radio system which prevents adequate communication between responding agencies.

WHEREAS, Oneida County was awarded New York State Division of Homeland Security & Emergency Services ("NYS DHSES") grant funds and purchased equipment and built additional towers utilizing the New York State Office of General Services ("NYS OGS") contract to begin the upgrade of the network.

WHEREAS, Oneida County Emergency Services requested Motorola Solutions, Inc. provide a completion plan for the upgrade the system, utilizing both existing infrastructure and newly built towers in an effort to minimize costs and maximize efficiencies.

WHEREAS, Oneida County Department of Emergency Services was notified that NYS DHSES would provide an annual interoperability funding formula grant of approximately \$630,000.00 per annum.

WHEREAS, NYS DHSES annual interoperability funding formula grants can be utilized to make tax exempt municipal lease payments for interoperable radio equipment.

WHEREAS, after extensive negotiations and design review with the Director of Emergency Services and Oneida County personnel, Motorola Solutions, Inc. and Oneida County agreed to a scope of work of \$4.4 million to complete the upgrade.

WHEREAS, all equipment in the scope of work is available off of the NYS OGS Contract.

WHEREAS, Oneida County Department of Emergency Services presented the scope of work and financing agreement to the Oneida County Executive and the Law Department.

WHEREAS, the Oneida County Executive has decided to enter into this agreement with Motorola Solutions, Inc. regarding the purchase of equipment to upgrade the radio system for use throughout Oneida County in the amount of \$4,400,000.00.

WHEREAS, Oneida County requires flexibility in the payment structure of the equipment purchase and has requested to enter into a Tax Exempt Municipal Lease-Purchase Agreement with Motorola Credit Corporation to finance \$4,400,000.00 over seven years with the first payment due 1/1/2019.

WHEREAS, the Tax Exempt Municipal Lease-Purchase Agreement enables payments of \$628,571.43 to be made over the course of seven years, or in amounts greater if such funds become available.

WHEREAS, the Oneida County Department of Emergency Services will continue to make grant applications for additional interoperable communications grants at the state and federal level.

WHEREAS, the Oneida County Board of Legislators has the authority to approve grant funding to support this agreement, and has done so in the past.

WHEREAS, in accordance with Section 2202 of the Oneida County Charter and Section 2202 of the Oneida County Administrative Code, the types of contracts requiring approval of the Oneida County Board of Legislators do not include the agreement at hand, and WHEREAS, in accordance with Section 802 of the Oneida County Charter and Section 802 of the Oneida County Administrative Code, the Oneida County Board of Acquisition and Contract does not have the authority to approve the agreement at hand, and WHEREAS, since the equipment in the scope of work is off of the NYS OGS Contract, best pricing has already been determined.

WHEREAS, in accordance with Section 2202 of the Oneida County Charter and Section 2202 of the Oneida County Administrative Code, authority to execute this agreement lies with the County Executive after approval as to form by the County Attorney.

In accordance with the Oneida County Charter and the Oneida County Administrative Code, the County Executive has the authority to execute all contracts on behalf of the County, and may therefore enter into this agreement with Motorola Solutions, Inc. regarding the purchase of equipment to upgrade the interoperable County-wide emergency communications radio system for use throughout Oneida County in the amount of \$4,400,000.00, financed over a period of seven (7) years with the first payment due on 1/1/2019.

The Oneida County Attorney is authorized to approve said agreements as to form and content.

Copies of the executed agreement will be filed with the Oneida County Comptroller and the Oneida County Law Department.

The Oneida County Legislature has been made aware and is informed of this agreement, and has expressed support for updating the radio system throughout Oneida County.

  
\_\_\_\_\_

Alison M. Stanulevich, Esq.

Assistant Oneida County Attorney

**Information Return for Tax-Exempt Governmental Obligations**

Under Internal Revenue Code section 149(e)  
 See separate instructions.  
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Onéida County		2 Issuer's employer identification number (EIN) 15-8000460	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 800 Park Avenue	Room/suite	5 Report number (For IRS-Use Only) 3	
6 City, town, or post office, state, and ZIP code Utica NY 13501		7 Date of issue 12/30/2017	
8 Name of issue Equipment Lease-Purchase Agreement 24263		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Joseph J Timpano		10b Telephone number of officer or other employee shown on 10a 315-798-5780	

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	3,899,320.09
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

**Part III Description of Obligations. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/1/25	\$ 3,899,320.09	\$ 3,899,320.09	7 years	3.11 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)** *N/A*

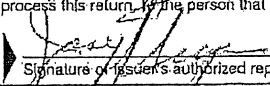
22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

**Part VI Miscellaneous**

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
	b Enter the final maturity date of the GIC ▶ _____		
	c Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
	b Enter the date of the master pool obligation ▶ _____		
	c Enter the EIN of the issuer of the master pool obligation ▶ _____		
	d Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
	b Name of hedge provider ▶ _____		
	c Type of hedge ▶ _____		
	d Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input checked="" type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
	b Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		12/26/17	Joseph J. Timpano, Comptroller	
Paid Preparer Use Only	Print preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no. ▶		



**ADDENDUM A - STANDARD ONEIDA COUNTY 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.

# Exhibit B



**MOTOROLA SOLUTIONS**

**SERVICE AGREEMENT**

1289 E Algonquin Road  
Schaumburg, IL 60186  
(800) 247-2346

Contract Number: USC000060589  
Contract Modifier: R12

Date: 18-NOV-2018

Company Name: Oneida County  
Attn.:  
Billing Address: 120 Base Rd  
City, State, Zip Code: Oriskany, NY 13424  
Customer Contact: Ed Stevens  
Phone: 315-766-2627

P.O.#: N/A  
Customer #: 1036744416  
Bill to Tag#: 0001  
Contract Start Date: 01-JAN-2022  
Contract End Date: 31-DEC-2024  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	YEARLY AMT
		***** Recurring Services *****	
	LSV01S00532A	ASTRO ADVANCE PLUS	\$294,801.36
	SVC04SVC0178A	SYS UPGRADE AGRMT II	\$175,268.76
			Yearly Sub Total
			\$470,070.12
			Taxes
			\$0.00
			Grand Total
			\$1,410,210.36
<b>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS</b>  Price Increase for the addition of Sites at: Kirkland, Steuben, Bridgewater and Florence.			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA SOLUTIONS

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Highlighted cybersecurity services added when applicable:

**SECURITY PATCHING**

Remote Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

**THREAT DETECTION**

Managed Detection & Response

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

JOHN KUNZ

315-767-0904

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Oneida County  
Contract Number : USC000050589  
Contract Modifier : R03-OCT-21 15:48:46  
Contract Start Date : 01-JAN-2022  
Contract End Date : 31-DEC-2024



## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any

other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

## Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: [Signature]

Name: D. Confalonieri

Title: MSSSI Vice President

Date: March 8, 2022

Customer: \_\_\_\_\_

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

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

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

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

# **Exhibit B**



**MOTOROLA SOLUTIONS**

### SERVICE AGREEMENT

1299 E Algonquin Road  
Schaumburg, IL 60195  
(800) 247-2348

Contract Number: USC000050589  
Contract Modifier: R12

Date: 19-NOV-2019

<p>Company Name: Onelda County          Attn.:          Billing Address: 120 Base Rd          City, State, Zip Code: Oriskany, NY 13424          Customer Contact: Ed Stevens          Phone: 315-785-2527</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

P.O.#: N/A  
 Customer #: 1036744416  
 Bill to Tag#: 0001  
 Contract Start Date: 01-JAN-2022  
 Contract End Date: 31-DEC-2024  
 Payment Cycle: ANNUALLY  
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	YEARLY AMT
	LSV01S00532A	***** Recurring Services ***** ASTRO ADVANCE PLUS	\$294,801.38
	SVC04SVC0178A	SYS UPGRADE AGRMT II	\$175,288.76
Yearly Sub Total			\$470,070.12
Taxes			\$0.00
Grand Total			\$1,410,210.36
<b>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS</b>  Price increase for the addition of Sites at: Kirkland, Steuben, Bridgewater and Florence.			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Highlighted cybersecurity services added when applicable:

**SECURITY PATCHING**

Remote Security Update Service

- Does Not Apply
- Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

- Does Not Apply
- Opt Out - I have received a briefing on this service and choose not to subscribe.

**THREAT DETECTION**

Managed Detection & Response

- Does Not Apply
- Opt Out - I have received a briefing on this service and choose not to subscribe.

---

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

---

CUSTOMER (PRINT NAME)



MSSSI Vice President

March 8, 2022

---

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

David Conforti

---

JOHN KUNZ

315-767-0904

---

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Oneida County  
Contract Number : USC000050589  
Contract Modifier : R03-OCT-21 15:48:46  
Contract Start Date : 01-JAN-2022  
Contract End Date : 31-DEC-2024



## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes Items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any

other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

**Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

**Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

**Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

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3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: [Signature]

Name: D. Confalonieri

Title: MSSJ Vice President

Date: March 8, 2022

Customer: \_\_\_\_\_

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

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

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

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

ONEIDA COUNTY

DEPARTMENT OF EMERGENCY SERVICES

Anthony J. Picente, Jr.  
County Executive

FIRE COORDINATOR

911 CENTER

STOP-DWI PROGRAM

Edward T. Stevens  
Director

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



FN 20 22-114

February 17, 2022

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

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear County Executive Picente:

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

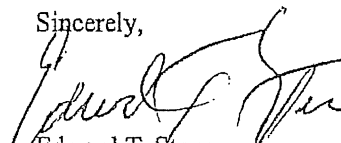
I am respectfully requesting that this contract with the Town of Whitestown be approved as a template agreement by the Board of Legislators for all listed police agency Selective Stop-DWI Crackdown Patrol contracts, which are all of the same content, with the exception of agency name, locality, and dollar amount.

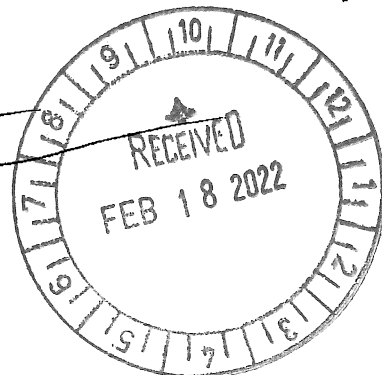
The total funds for Selective Stop-DWI Crackdown Patrols amount to \$28,000.00. The Police Agencies are:

New Hartford Police Department, 32 Kellogg Road, New Hartford, NY 13413	\$3,620.00
New York Mills Police Department, 3 Maple Street, New York Mills, NY 13417	\$3,520.00
Oneida County Sheriff's Office, 6065 Judd Road, Oriskany, NY 13424	\$5,280.00
Rome Police Department, 301 North James Street, Rome, NY 13440	\$5,280.00
City of Utica Police Department, 413 Oriskany St W, Utica, NY 13502	\$3,520.00
Whitesboro Police Department, 46 Roosevelt Drive, Whitesboro, NY 13492	\$2,260.00
Whitestown Police Department, 8539 Clark Mills Road, Whitesboro, NY 13492	\$2,260.00
Yorkville Police Department, 30 Sixth Street, Yorkville, NY 13495	\$2,260.00

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

Sincerely,

  
Edward T. Stevens  
STOP DWI Coordinator



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

  
Anthony J. Picente, Jr.  
County Executive

Date 2-18-22

Oneida Co. Department: Stop-DWI Program

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

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** Town of Whitestown  
8539 Clark Mills Rd  
Whitesboro, NY 13492

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

**Proposed Dates of Operation:** October 30, 2021 – September 30, 2022

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

**Summary Statements**

**1) Narrative Description of Proposed Services:** *Agency will provide special holiday patrols, in addition to their normally scheduled patrols, with the sole function focusing on **Selective STOP-DWI Crackdown Patrols**. This agreement will serve as the template for the other 2021-2022 Selective STOP-DWI Crackdown Patrols.*

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

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

**Total Funding Requested:** \$ 2,260.00

**Account#:** A3313.495

**Oneida County Dept. of Funding Recommendation:** \$2,260.00

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

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

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

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

## Oneida County STOP-DWI Program Crackdown Patrols Agreement

This Agreement (the "Agreement") is made by and between the County of Oneida, a municipal corporation existing under the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its STOP-DWI Program, with offices located at 120 Base Road, Oriskany, New York 13424 (hereinafter collectively referred to as the "County"), and the Town of Whitestown, a municipal corporation existing under the laws of the State of New York, by and through its Whitestown Police Department, both having offices at 8539 Clark Mills Road, Whitesboro, New York 13492 (hereinafter collectively referred to as the "Police Agency") (each individually referred to as a "Party," and collectively referred to as the "Parties").

WHEREAS, the County operates and conducts a program titled the "STOP-DWI Program," the mission of which is the County-wide reduction of alcohol-related traffic injuries and fatalities; and

WHEREAS, the Police Agency desires to promote the mission of the STOP-DWI Program with the County; and

WHEREAS, the County has been the recipient of a grant from the New York State STOP-DWI Foundation to support a program titled "Selective STOP-DWI Crackdown Patrols;" and

WHEREAS, the Police Agency has expressed the willingness, ability, and desire to participate in the Selective STOP-DWI Crackdown Patrols program;

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Services.** The Police Agency shall provide Selective STOP-DWI Crackdown Patrols on targeted holiday dates, as set by the New York State STOP-DWI Foundation. These patrols must be related to the mission of the STOP-DWI Program.

2. **Term.** This Agreement shall begin on October 30, 2021 and end on September 30, 2022.

3. **Fee.**

a. The County shall reimburse the Police Agency up to the sum of two thousand, two hundred sixty dollars (\$2,260.00) for its participation in Selective STOP-DWI Crackdown Patrols. The funds paid to the Police Agency under this Agreement are to be used exclusively to support police officers' hours worked during the Selective STOP-DWI Crackdown Patrols.

b. Payments shall be made upon receipt from the Police Agency of a properly completed County voucher and related New York State STOP-DWI Foundation activity forms, which must



itemize and set forth in detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto. Said voucher and forms must be submitted within thirty (30) days of said Selective STOP-DWI Crackdown Patrols. Such payment shall be made by the County after receipt of vouchers presented by the Police Agency on forms prescribed by the County, and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

c. The County reserves the right to conduct fiscal audits of the Police Agency's records as they relate to STOP-DWI Program activities and Selective STOP-DWI Crackdown Patrols. Such audits shall be conducted in a manner consistent with generally accepted accounting principles and guidelines. The Police Agency shall make available all payroll, daily activity, and related logs at the request of the STOP-DWI Program coordinator or designee in order to verify services claimed by the Police Agency in claims made to the STOP-DWI Program for reimbursement.

**4. Termination.** The County reserves the right to terminate this Agreement, upon (30) days written notice to the Police Agency. In the event of termination, the County will have no further obligation to the Police Agency other than payment for costs incurred for Selective STOP-DWI Crackdown Patrols performed prior to termination. In no event will the County be responsible for any actual or consequential damages as a result of termination.

**5. Governance and Operating Procedures.**

a. Both parties agree all activities associated with this Agreement shall be governed by the procedures outlined in Title 15, Subchapter M, Part 172 of the New York Codes, Rules and Regulations, Section 172.1 *et. seq.* (15 NYCRR Part 172), as the same may be amended.

b. Police Agency warrants and represents that the program to be conducted by it under this Agreement does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as the same may be amended.

c. Police Agency agrees to comply with all applicable federal, state, and local statutes, rules and regulations, as same may from time to time be amended.

**6. Special Reports.** The Police Agency shall notify the STOP-DWI Program coordinator of all arrests on a quarterly basis, and any traffic fatalities occurring within the Police Agency's jurisdiction upon completion of the crash investigation. Such notification shall include a photocopy of the final MV-104A and MV-104D Police Reports.

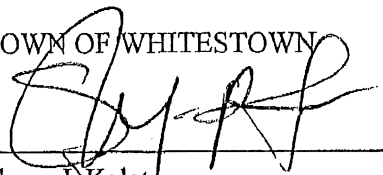
**7. Non-Appropriation of Funds.** The County shall have no liability under this Agreement to the Police Agency beyond the funds appropriated and available for this Agreement.

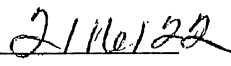
**8. Non-Assignment.** This Agreement may not be assigned by the Police Agency without the prior written consent of the County.

9. 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.

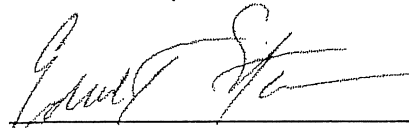
10. Entire Agreement. The terms of this Agreement, including the "Standard Oneida County Conditions," which is attached hereto and made a part hereof as Addendum A, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

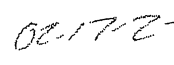
IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

TOWN OF WHITESTOWN  
  
\_\_\_\_\_  
Shaun J. Kaleta  
Town Supervisor

  
\_\_\_\_\_  
Date

COUNTY OF ONEIDA

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive  
  
\_\_\_\_\_  
Edward T. Stevens  
Director, Emergency Services

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Assistant County Attorney

ADDENDUM A - STANDARD ONEIDA COUNTY CONDITIONS

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.

Anthony J. Picente Jr.  
Oneida County Executive



Amanda L. Cortese-Kolasz  
Commissioner of Personnel

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

March 7, 2022

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

FN 20 22 115  
FNE-20 TH & HUMAN SERVICES  
WAYS & MEANS

Dear County Executive Picente:

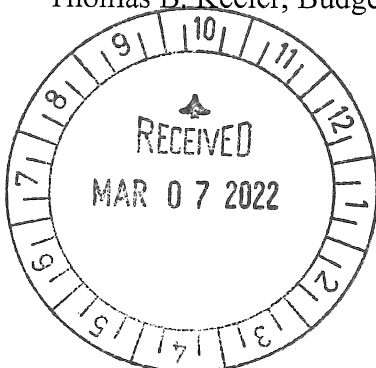
During the budget process for 2022, Colleen Fahy-Box, Commissioner of Social Services, made a request to reallocated the title Caseworker Assistant from Grade 19W, Step 2 to Grade 23W, Step 2. Commissioner Fahy-Box included the necessary funding in her budget request, and the same was approved in the adopted budget.

At this time, the Personnel Department has now completed the necessary steps to effectuate this reallocation. If you concur with this request, please forward this letter to the Board of Legislators and ask that they reallocate the title Caseworker Assistant from Grade 19W, Step 2 starting at \$30,814 to Grade 23W, Step 2 starting at \$35,835

Very truly yours,

Amanda L. Cortese-Kolasz  
Commissioner of Personnel

cc: Colleen Fahy-Box, Commissioner of Social Services  
Peter M. Rayhill, County Attorney  
Thomas B. Keeler, Budget Director



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

Anthony J. Picente, Jr.  
County Executive

Date 3.7.22





# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR  
ONEIDA COUNTY EXECUTIVE

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



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

FN 20 22-116

February 18, 2022

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

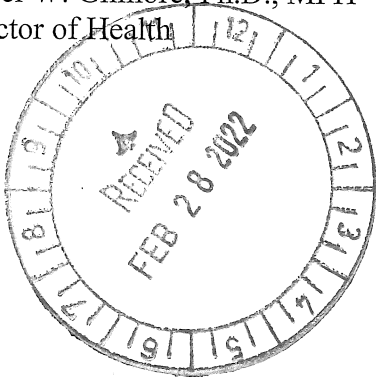
Attached is a fixed term Covid 19 Response grant between Oneida County through its Health Department and the New York State Department of Health.

This agreement is for a term beginning January 1, 2021 to June 30, 2024. Total funding under this grant is \$657,689.53 and is federal money administered by the New York State Department of Health.

If you are in agreement with the attached, please forward to the Board of Legislators for their consideration.

Sincerely,

*Daniel W. Gilmore*  
Daniel W. Gilmore, Ph.D., MPH  
Director of Health



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

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

Date 2-28-22

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

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

Oneida Co. Department: Health\_\_\_

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Department of Health  
Corning Tower, ESP  
Albany, New York 12237

**Title of Activity or Service:** Covid-19 Response Grant

**Proposed Dates of Operation:** January 1, 2021 to June 30, 2024

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

**Summary Statements**

**1) Narrative Description of Proposed Services:** Covid19 Response Grant

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

**3) Program Design and Staffing:** All activities are performed by Clinic staff

**Total Funding Requested:** \$657,689.53      **Account #**  
**Revenue Account:**

**Oneida County Dept. Funding Recommendation:** NA

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% Federal Funded,  
Administered by NYSDOH

**Cost Per Client Served:** NA

**Past Performance Data:** NA

**Mandated Service:** Grant money for mandated services (COVID-19 response)

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

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):                  Department of Health                   Corning Tower                  Empire State Plaza                  Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01                  CONTRACT NUMBER: DOH01-C36944GG-3450000                  CONTRACT TYPE:  <input type="checkbox"/> Multi-Year Agreement  <input type="checkbox"/> Simplified Renewal Agreement  <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:                  ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE:  <input checked="" type="checkbox"/> New  <input type="checkbox"/> Renewal  <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:                  Oneida County Public Health Department</p>	<p>PROJECT NAME:                  COVID19 Vaccine Response</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:                   NYS Vendor ID Number: 1000002595                  Federal Tax ID Number: 156000460                  DUNS Number (if applicable): 075814186</p>	<p>AGENCY IDENTIFIER:                   CFDA NUMBER (Federally Funded Grants Only):                  93.268</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:                  185 GENESEE ST 4TH FL                  UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:  <input type="checkbox"/> Check if same as primary mailing address                  800 PARK AVE                  UTICA, NY 13501</p> <p>CONTRACT MAILING ADDRESS:  <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:   <input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> Municipality, Code: 300100000000  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:                   Exemption State/Code:   <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DOH01-C36944GG-3450000

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 01/01/2021                      To: 06/30/2024</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 01/01/2021                      To: 06/30/2024</p> <p><b>AMENDED TERM:</b></p> <p>From:                                              To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:                                              To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b></p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p><b>CURRENT:</b>            \$657,689.53</p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p style="padding-left: 40px;"><input type="checkbox"/> State</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Federal</p> <p style="padding-left: 40px;"><input type="checkbox"/> Other</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:*  
(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Contract Number: # DOH01-C36944GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:  A-1 Program Specific Terms and Conditions

A-2 Federally Funded Grants

Attachment B:  B-1 Expenditure Based Budget

B-2 Performance Based Budget

B-3 Capital Budget

B-4 Net Deficit Budget

B-1 (A) Expenditure Based Budget (Amendment)

B-2 (A) Performance Based Budget (Amendment)

B-3 (A) Capital Budget (Amendment)

B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment H

Attachment M

Contract Number: # DOH01-C36944GG-3450000

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and ( if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

ONEIDA COUNTY OF

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

Printed Name

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

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

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Health

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

Printed Name

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

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

ATTORNEY GENERAL'S SIGNATURE  
APPROVED AS TO FORM

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

Printed Name

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

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

STATE COMPTROLLER'S SIGNATURE

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

Printed Name

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

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

Contract Number: # DOH01-C36944GG-3450000

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).  
Contract Number: # DOH01-C36944GG-3450000



OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

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

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

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

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

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

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

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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<sup>3</sup>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.

## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

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

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

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

## **C. Termination:**

### **1. Grounds:**

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### **2. Notice of Termination:**

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or
  - (ii) certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

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

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

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

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

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

## **B. Advance Payment and Recoupment:**

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

## **C. Claims for Reimbursement:**

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).



The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</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 Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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<sup>4</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 Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</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 Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:<sup>8</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.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

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

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

#### **G. Program and Fiscal Reporting Requirements:**

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

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

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

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

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

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

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

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

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

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

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

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

#### **H. Notification of Significant Occurrences:**

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

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

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

**B. Subcontractors:**

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

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

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

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

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

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

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

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

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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

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

## **E. Records and Audits:**

### **1. General:**

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

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

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,



detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

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

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

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

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

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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

## **3. Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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

**G. Publicity:**

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

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

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

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

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

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

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

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

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

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

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

**P. Consultant Disclosure Law:**<sup>9</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.

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A-1  
AGENCY AND PROGRAM SPECIFIC CLAUSES**

**Part A. Agency Specific Clauses**

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

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

**B. Prohibition on Purchase of Tropical Hardwoods:**

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

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

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that



the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 1-800-782-8369  
Small Business Liaison: 212-803-3149  
email: [nylovesmbiz@esd.ny.gov](mailto:nylovesmbiz@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  
855-373-4692  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/>

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

**F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors:** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the

Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:
  - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
  - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

**I.** The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

**J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national

origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

**N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-1 in the paper based contract:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-2 in the paper based contract:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

**O.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

**P.** All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

**Q.** All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

**R.** The CONTRACTOR shall submit to the STATE **Quarterly** voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**ImmAdmin@health.ny.gov**

**S.** If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

**T. Certification Regarding Environmental Tobacco Smoke:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that

it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name: Laura Daley

Title: Health Program Admin. 2

Address: CT649 ESP Albany, NY 12237

Telephone Number: 518-473-4437

Facsimile Number: 518-474-1495

E-Mail Address: ImmAdmin@health.ny.gov

**Vendor/Grantee**

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

**V. Executive Order 177 Certification**

By entering into this Contract, the Contractor understands the following:

1. The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics;
2. The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices; and
3. Generally, the Human Rights Law applies to:
  - all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
  - employers with fewer than four employees in all cases involving sexual harassment; and,
  - any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Contractor, by entering into this Contract hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

**W. Contractor Assurance of No Conflict of Interest or Detrimental Effect**

The CONTRACTOR or Subcontractor, by entering in to this Contract as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this contract or proposal does not and will not create a conflict of interest with nor position the CONTRACTOR to breach any other contract currently in force with the State of New York.

The CONTRACTOR shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated CONTRACTOR, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the CONTRACTOR or former officers and employees of the STATE and its Affiliates, in connection with your rendering services enumerated in this Contract. If a conflict does or might exist, please describe how you would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the STATE of, and resolve any such conflicts. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

The CONTRACTOR shall disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

Furthermore, the CONTRACTOR attests that it will not act in any manner that is detrimental to any New York State contract on which the CONTRACTOR is rendering services. Specifically, the CONTRACTOR attests that:

1. The fulfillment of obligations by the CONTRACTOR, under this contract, does not violate any existing contracts or agreements between the CONTRACTOR and the State of New York;
2. The fulfillment of obligations by the CONTRACTOR, under this contract, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the CONTRACTOR has with regard to any existing contracts or agreements between the CONTRACTOR and the State of New York;
3. The fulfillment of obligations by the CONTRACTOR, under this contract, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing contracts between the CONTRACTOR and the State of New York;
4. The fulfillment of any other contractual obligations that the CONTRACTOR has with the State of New York will not affect or influence its ability to perform under any contract with the State of New York resulting from this Contract;
5. During the negotiation and execution of this Contract, the CONTRACTOR will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to New York State as a whole including, but not limited to, any action or decision to divert resources from one New York State contract to another;
6. In fulfilling obligations under each of its New York State contracts, including this Contract the CONTRACTOR will act in accordance with the terms of each of its New York State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State of New York as a whole including, but not limited to, any action or decision to divert resources from one New York State contract to another;
7. No former officer or employee of the STATE who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR who is now employed by the STATE, has played a role with regard to the administration of this Contract procurement in a manner that may violate section 73(8)(a) of the Public Officers Law; and



8. The CONTRACTOR has not and shall not offer to any employee, member or director of the STATE any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

CONTRACTOR should note that the STATE recognizes that conflicts may occur in the future because a CONTRACTOR may have existing or new relationships. The STATE will review the nature of any such new relationship and reserves the right to terminate this contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

**Part B. Program Specific Clauses**

Attachment A-1 Part B intentionally omitted.

**ATTACHMENT A-2  
FEDERALLY FUNDED GRANTS**

**PART A. AGENCY SPECIFIC CLAUSES**

**A. Federal Certifications:** This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

- a) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- b) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- c) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
  - (i) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
    - No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (ii) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (iii) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.
- (iv) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- (i) Payments of reasonable compensation made to its regularly employed officers or employees;
  - (ii) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
  - (iii) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

March 6, 2018

2. Certification Regarding Environmental Tobacco Smoke:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

3. Certification Regarding Debarment and Suspension:

Regulations of the Department of Health and Human Services, located at Part 376 of Title 2 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive Departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the DEPARTMENT (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the DEPARTMENT must require its prospective CONTRACTORS, as prospective lower tier participants, to provide the certification as set forth below:

By signing this Contract or submitting a proposal pursuant to a solicitation issued by the Department, the prospective lower tier participant is providing the certification set out below:

- a) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to the other remedies available to the Federal Government, New York State or the DEPARTMENT may pursue available remedies, including suspension and/or debarment.
- b) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this Section, are defined in 2 CFR Part 180, as supplemented by 2 CFR Part 376.
- d) The prospective lower tier participant agrees by signing this contract or submitting a proposal pursuant to a solicitation issued by the DEPARTMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 2 CFR Part 180, as supplemented by 2 CFR Part 376, or 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT.
- e) The prospective lower tier participant further agrees by signing this contract or proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- f) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 2 CFR Part 180, as supplemented by 2 CFR Part 376, or 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. The DEPARTMENT strongly encourages each participant to check the List of parties Excluded from Federal Procurement and Non-procurement Programs in the System for Award Management.
- g) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Section.
- h) Except for transactions authorized under paragraph (d) of this certification, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 2 CFR Part 180 or 48 CFR Part 9,

Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the New York State or the DEPARTMENT may pursue available remedies, including suspension and/or debarment.

- i) Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- j) The prospective lower tier participant certifies, by signing this contract or submitting a proposal to the Department, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any federal agency.
- k) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**B. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:
  - a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
  - b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.
2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.
3. The CONTRACTOR shall comply with the following grant requirements regarding audits.
  - a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
4. For audit reports that are not received by the dates due, the following steps shall be taken:
- a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
  - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

**PART B. PROGRAM SPECIFIC FEDERAL CLAUSES**

Attachment A-2 Part B intentionally omitted.

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME: COVID19 Vaccine Response

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 01/01/2021

To: 06/30/2024

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
<b>1. Personal Services</b>					
a) Salary	\$346,963.00	\$0.00	0 %	\$0.00	\$346,963.00
b) Fringe	\$174,210.12	\$0.00	0 %	\$0.00	\$174,210.12
Subtotal	\$521,173.12	\$0.00	0 %	\$0.00	\$521,173.12
<b>2. Non Personal Services</b>					
a) Contractual Services	\$24,000.00	\$0.00	0 %	\$0.00	\$24,000.00
b) Travel	\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment	\$12,000.00	\$0.00	0 %	\$0.00	\$12,000.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$100,516.41	\$0.00	0 %	\$0.00	\$100,516.41
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$136,516.41	\$0.00	0 %	\$0.00	\$136,516.41
<b>TOTAL</b>	<b>\$657,689.53</b>	<b>\$0.00</b>	<b>0 %</b>	<b>\$0.00</b>	<b>\$657,689.53</b>



ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY						
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL	
Program Coordinator	\$48,263.00		100	12	\$48,263.00	
Program Manager	\$46,644.00		100	12	\$46,644.00	
Registered Nurse	\$69,923.30		100	14	\$83,908.00	
Data Processing Clerk	\$28,677.00		100	12	\$86,031.00	
Licensed practical Nurse	\$71,692.50		100	5	\$28,677.00	
Licensed Practical Nurse	\$73,050.00		100	5	\$53,440.00	
				Subtotal	\$346,963.00	
<b>TOTAL FRINGE</b>						
					\$174,210.12	
				PERSONAL SERVICES TOTAL	\$521,173.12	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
When I work POD Scheduling	\$24,000.00
TOTAL	\$24,000.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
 NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	TOTAL
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
Laptops	\$12,000.00
TOTAL	\$12,000.00

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
	TOTAL

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
Vaccination Supplies		\$79,616.41
Cell Phones		\$5,400.00
Advertising		\$15,000.00
Cell Phones (10)		\$500.00
	TOTAL	\$100,516.41



OTHER - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT C - WORK PLAN  
SUMMARY

PROJECT NAME: COVID19 Vaccine Response

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 01/01/2021

To: 06/30/2024

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

This funding will scale up and sustain the current COVID-19 vaccine initiative and provide vaccination opportunities to those who are hesitant. Oneida County Health Department (OCHD) will conduct activities to promote and increase COVID-19 uptake, including, but not limited to, the following:

- Partnering with community and other health-based organizations, to promote and increase COVID-19 and other vaccine uptake in racial and ethnic minority groups and rural communities and to increase accessibility for people with disabilities. For the past 40 years, Utica has housed The Center resettling over 16,500 refugees since its inception in 1979. This influx of refugees has contributed significantly to the population profile of Oneida County. From 1973-2004, most refugees have arrived from Bosnia, Burma, and the Former Soviet Union. In 2019, the bulk of refugees came from Burma or the Ukraine. Over the past four years, the most refugee arrivals occurred in 2016 (slightly over 400 individuals), with a sharp decrease in arrivals in 2017 (around 225), 2018 (around 200), and so far in 2019 (just over 200). In more recent years, the average number of refugee arrivals to the Mohawk Valley region fluctuates between around 10 – 25 per month, with a slight spike to 32 refugees arriving in August of 2019. The most common religion among refugees to the Mohawk Valley Region is Pentecostalism, followed by Christianity and Moslem.
- Staff and operate COVID-19 vaccination clinics at locations and times (including expanded hours of operations) convenient and accessible to COVID-19 priority groups and other underserved populations. This includes the continued operation of our multiple vaccination sites. OCHD continuously operates two standing sites and provide “pop-up” sites for area businesses, schools, and community partners.
- Replace, repair or supplement LHD vaccine storage, transport and temperature monitoring equipment as needed.
- Educate and provide technical assistance to Vaccines for Children and COVID-19 vaccine providers. This includes public health detailing visits to area providers, assisting them in applying to the state and answering general vaccine questions.
- Conduct local COVID-19 vaccine promotion media campaigns and promoting the CDC and NYS campaigns.

ATTACHMENT C - WORK PLAN

DETAIL

**Objective**

1 COVID-19 Vaccination Uptake - Promote and increase COVID-19 and other vaccine uptake.

**Tasks**

1.1 Conduct activities to promote and increase COVID-19 & other vaccine uptake - Increase access to COVID-19 vaccination for all populations, to increase vaccine confidence in racial and ethnic minority groups, and to increase accessibility for people with disabilities.

Performance Measures

1.1.1 COVID-19 Vaccine Promotion. - Increase the number of individuals who receive the COVID-19 vaccine.

**Tasks**

1.2 Increase Immunization Rates for High-Risk and Underserved Population - Use at least 20% from CDC's COVID Round 3 funding specifically to conduct activities to promote and increase COVID-19 and other vaccine uptake in racial and ethnic minority groups and to increase accessibility for people with disabilities.

Performance Measures

1.2.1 Increase COVID-19 vaccination in ethnic and racial populations - Increase the number of individuals in high-risk and underserved populations.

**Tasks**

1.3 Strategies to increase vaccine confidence - Use 6.25% of the funding awarded from CDC's COVID Round 4 supplemental funding to implement vaccine confidence strategies for COVID-19 and routine vaccinations. Strategies may include media, but must also include other types of community outreach.

Performance Measures

1.3.1 COVID-19 vaccine promotion - Increase the number of individuals who receive the COVID-19 vaccine.





## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

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

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

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

Final Report

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

Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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1

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DOH01-C36944GG-3450000

## **B. Progress-Based Reports**

### 1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

### 2. Final Progress Report

Final scheduled payment will not be due until \_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_. The Contractor shall submit the report not later than \_\_\_ days from the end of the contract.

## **C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

**TABLE 1 - REPORTING SCHEDULE**

<b>PROGRESS REPORT #</b>	<b>PERIOD COVERED</b>		<b>Due Date</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

**III. SPECIAL PAYMENT AND REPORTING PROVISIONS**



## Attachment H

for CONTRACTOR that creates, receives, maintains or transmits individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
  - A. "Business Associate" shall mean CONTRACTOR.
  - B. "Covered Program" shall mean the STATE.
  - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
  - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
  - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
  - C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
    1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    5. Contact procedures for Covered Program to ask questions or learn additional information.
  - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same

restrictions and conditions that apply to Business Associate with respect to such information.

- E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
  - F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
  - G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
  - H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
  - I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
  - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
  - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination
- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.
- C. Effect of Termination.
  - 1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

**Attachment M**

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE  
CONTRACTS: REQUIREMENTS AND PROCEDURES**

**I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

**II. Contract Goals**

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 0% for Minority and Women-Owned Business Enterprises (“MWBE”) participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 0% for Minority-Owned Business Enterprises (“MBE”) participation and 0% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<https://ny.newnycontracts.com/>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
  - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  - 4. The Contractor’s EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union,

or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. **Form #4 - Staffing Plan**

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

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

**IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

**V. Waivers**

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial after the waiver has been fully processed.

- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VI. Quarterly MWBE Contractor Compliance Report**

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.



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**

December 27, 2021

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

FN 20 22-117

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Re: Agreement with Cayuga Centers (156423)

Dear Mr. Picente:

I am submitting the enclosed Purchase of Services Agreement between Oneida County through its Department of Family and Community Services and Cayuga Home for Children, aka Cayuga Centers, for review and approval by the Board of Legislators.

Cayuga Centers will provide Case Planning Services to the Department. Case Planning Services includes but is not limited to Child Protective and Preventive Mandated Case Planning services. Cayuga Centers has the ability to support approximately 200 cases at any given time.

The term of this agreement is January 1, 2022 through December 31, 2026. The cost of the services provided under this agreement will not exceed \$ 13,738,901 for the duration of this agreement. The local cost is 27.18% or \$ 3,734,233.29.

Please forward this Agreement to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box  
Commissioner

CFB/tms  
attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 3-1-22

# 45405

Oneida Co. Department Social Services

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Cayuga Home for Children aka Cayuga Centers  
101 Hamilton Avenue  
Auburn, New York

**Title of Activity or Services:** Case Planning

**Proposed Dates of Operation:** January 1, 2022 through December 31, 2026

**Client Population/Number to be Served:** Children entering or at-risk of entering foster care and children already in care

**SUMMARY STATEMENTS**

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

Case Planning Services includes, but is not limited to, Child Protective and Preventive Mandated Case Planning services. The Contractor has the ability to support approximately 200 cases at any given time. The Contractor has no refusal policy.

**2). Program/Service Objectives and Outcomes -**

**Case Planning Services**

Child Protected and Preventive Mandated Case Planning Services provide preventive services to children under the age of 18 who are at imminent risk of out of home placement. According to New York State Social Services Law (SSL §409), preventive services are supportive and rehabilitative services that are provided to children and their families for the purpose of:

- Averting an impairment or disruption of a family which will or could result in the placement of a child in foster care;
- Enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or
- Reducing the likelihood that a child who has been discharged from foster care would return to such care.

**Outcomes/measurements for Case Planning Services:**

- Outcome: Work with participant families to prevent children from entering care, to reduce the length of stay of children in placement, to reduce the number of children needing replacement, and to provide community oversight to high risk cases in order to monitor and ensure children's safety.

- Performance: Family service needs will be identified and participants will become engaged in services. Family assessment will be done in a manner that reflects culturally competent and family focused planning. Case planning responsibilities include casework counseling, advocacy and referral, service coordination, assistance with transportation, supervision and oversight of open cases. The case planner will provide community oversight for children in high-risk families through frequent contact and/or monitoring of Court orders, identification and utilization of appropriate community based resources, as well as contact with individuals in a position to assess safety and well-being of the children.
- Measurement: 66% of the participant families will not be the subject of any substantiated reports of abuse/neglect while participating in services.
- Measurement: 66% of participant families that have children at home and in out of home placements eligible for mandated preventive services based on the service plan goal to return children home within six (6) months; will have their children returned to them within the specified six (6) month period.
- Measurement: 66% of the cases with existing Family Court orders will not incur any new violations petitions during the time the case remains open with the case planning.
- Measurement: 66% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.

**3). Program Design and Staffing Level –**

Contractor will provide 29 staff: one (1) Director of Oneida Preventive Case Planning, four (4) Supervisors of Case Planning and 24 preventive case planners and will maintain staffing to serve approximately 200 preventive cases.

**Total Funding Requested: \$ 13,738,901**

January 1, 2022 through December 31, 2022 not to exceed \$ 2,703,093  
 January 1, 2023 through December 31, 2023 not to exceed \$ 2,662,087  
 January 1, 2024 through December 31, 2024 not to exceed \$ 2,726,664  
 January 1, 2025 through December 31, 2025 not to exceed \$ 2,791,240  
 January 1, 2026 through December 31, 2026 not to exceed \$ 2,855,817

Total reimbursement for the duration of the Agreement January 1, 2022 through December 31, 2026 shall not exceed \$ 13,738,901.00

**Oneida County Dept. Funding Recommendation:** Account #: A6070.49547

**Mandated or Non-mandated:** Preventive services are mandated.

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

<b>FEDERAL</b>	38.39 % -	\$5,274,364.09
<b>STATE</b>	34.43 % -	\$4,730,303.62
<b>COUNTY</b>	27.18 % -	\$3,734,233.29

**Cost Per Client Served:**

**Past performance Served:** This is a new contract to perform this service.

**O.C. Department Staff Comments:** This contract was awarded by RFP to Cayuga Centers.

**THIS IS AN AGREEMENT** (hereinafter called the "Agreement") by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York having its principal offices at 800 Park Avenue, Utica, New York, through its Department of Social Services of its Department of Family and Community Services (hereinafter called the "Department;" the Department and Oneida County shall collectively be called the "County"), and Cayuga Home for Children, a not-for-profit corporation organized and existing under the laws of the State of New York, as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law, operating under the assumed name Cayuga Centers pursuant to Section 130 of the General Business Law, and having its principal office at 101 Hamilton Avenue, Auburn, New York (hereinafter called the "Contractor"). All parties to the Agreement shall collectively be known as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Commissioner of Social Services of the County of Oneida (hereinafter called the "Commissioner") is charged with the responsibility for the administration of all child welfare services provided in the County of Oneida at public expense pursuant to Article 6 of the Social Services Law, including Preventive Services pursuant to Section 409 *et sequitur* of the Social Services Law and the Consolidated Services Plan for New York State; and

**WHEREAS**, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such Preventive Services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State office of Children and Family Services; and

**WHEREAS**, the Contractor under the terms of its corporate authority has the power to provide the Preventive Services required to be performed herein; and

**WHEREAS**, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of Oneida, Section 409 *et sequitur* of the Social Services Law and 18 NYCRR Parts 405 and 423; and

**WHEREAS**, it is economically and organizationally feasible for the County to contract with the Contractor for the performance of these Preventive Services.

**NOW, THEREFORE, THE DEPARTMENT AND THE CONTRACTOR AGREE AS FOLLOWS:**

SECTION I. DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted:

(1) Preventive Services shall mean supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of averting a disruption of a Family which will or could result in placement of a child in foster care, enabling a child who has been placed in foster care to return to his or her Family at an earlier time than would otherwise be possible, or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered Preventive Services.

Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family whom the Department is required to serve pursuant to 18 NYCRR Part 430.9. Non-Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family who the Department may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this Agreement when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered Preventive Services.

(2) Case Management shall be defined as the responsibility of the Department to authorize the provision of Preventive Services, to approve the child and his or her Family eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case Planning shall be defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case Planning responsibility shall also include documenting child and his or her Family's progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this Agreement. Case Planner shall mean the caseworker assigned Case Planning responsibility.

(4) Casework Contacts is defined as:

- i. Individual or group face-to-face counseling sessions between the Case Planner and the child and/or the child's parents, relatives or guardians constitutes Preventive Services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.
- ii. Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and Family's service plan.

(5). Clinical Services shall be defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.

(6). Day Care Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(7). Day Services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and Transportation Services, for at least three (3) but less than twenty-four (24) hours per day and at least four (4) days per week, excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, such service(s) may be waived.

(8). Emergency Cash or Goods shall be defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency Shelter shall be defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his or her parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parents and needs services to prevent return to foster care.

(11). Family Planning Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(12). Home Management Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/Chore Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services shall be defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family/parent role performance. Techniques may include, but are not limited to: role modeling, listening skills, Home Management assistance, and

education in parenting skills and personal coping behavior.

(16). Parent Training shall be defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a Family or help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation Services shall be defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's Family.

(18). Client shall mean a child and/or his or her Family determined by the Department to be eligible for Preventive Services.

## SECTION II. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2022 through December 31, 2026. The option to renew this Agreement is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement. The Parties understand and agree that they are not obligated to extend or renew the terms of this agreement.

## SECTION III. SCOPE OF SERVICES

(1). The Parties agree that the Contractor shall furnish Preventive Services to Clients in accordance with federal and New York State laws and regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Office of Children and Family Services ("OCFS"). The Parties also agree that all that follows in this section shall be viewed in the context of this paragraph.

(2). The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the County. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the OCFS.

(3). The Department shall be responsible for Case Management which shall include authorizing the provision of Preventive Services, approving Client eligibility in accordance with 18 NYCRR Section 423.3, and approving child service plans.

(4). The Contractor shall provide Preventive Services in accordance with the Purchase of Service Specifications attached hereto and made part hereof as Appendix C and Exhibit A.

(5). The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review



Service.

(6). The Contractor and the Department shall comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(7). The Contractor and the Department agree that a determination by the OCFS to deny reimbursement to the Department for the provision of Preventive Services for a Client, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased Preventive Services, from its statutory or contractual obligations to continue to provide Preventive Services for the Client or other children in its care.

(8). Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix C of this Agreement and as required by individual case plans pursuant to 18 NYCRR Part 428.1 through 428.10 and 18 NYCRR 423.

(9). The Contractor shall review and discuss the service plan with the Department. Any changes in the plan, or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.

(10). The Contractor shall comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

#### SECTION IV. FAIR HEARINGS

The Department shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The Department shall also inform applicants for or recipients of Preventive Services how to file a fair hearing request. The Department shall be responsible for establishing fair hearing procedures; holding fair hearings, and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

#### SECTION V. REIMBURSEMENT

(1). The Department shall reimburse the Contractor for provision of Preventive Services in accordance with state and federal regulations pertaining to reimbursement of Preventive Services.

(2). The Department shall monitor the performance of the Preventive Services monthly and a fiscal penalty shall be imposed for the Contractor's failure to meet program outcomes as detailed under title "Outcomes/Measurements for Case Planning Services" of Appendix C. A fiscal penalty equal to a reduction of two percent (2%) of the monthly cost shall be assessed for each outcome not met.

(3). Reimbursement shall be issued upon submission of monthly expenses, as outlined in Contractor Cost proposal attached hereunto as Exhibit B, upon submission of a County voucher and documentation to support line item expenses requested reimbursement to allow the County and the Department to determine if a fiscal penalty is to be assessed. Total reimbursement is based on actual expense and shall not exceed the following for each year:

January 1, 2022 through December 31, 2022 not to exceed \$ 2,703,093  
January 1, 2023 through December 31, 2023 not to exceed \$ 2,662,087  
January 1, 2024 through December 31, 2024 not to exceed \$ 2,726,664  
January 1, 2025 through December 31, 2025 not to exceed \$ 2,791,240  
January 1, 2026 through December 31, 2026 not to exceed \$ 2,855,817

Total reimbursement for the duration of the Agreement January 1, 2022 through December 31, 2026 shall not exceed \$ 13,738,901.00

(7). Each voucher shall also include the Agreement number and Agreement name as provided by the Department and shall have attached:

- i. Statement identifying each Client provided with Preventive Services in said month, listing the days of admittance and discharge from the program;
- ii. Copy for each case of "Itemized Individual Billing for Preventive Services" with case number, Case Manager's name, and case comments;
- iii. Title XX forms as required by the Department; and
- iv. Other data that shall be mutually agreed upon.

#### SECTION VI. GENERAL RESPONSIBILITIES OF PARTIES

(1). The governing board of the Contractor shall exercise oversight of its day to day affairs and programs. The Contractor shall have the responsibility for day-to-day provision of Preventive Services for each Client serviced by it in accordance with this Agreement and with appropriate OCFS regulations. The Parties recognize, however, that ultimate responsibility for the welfare of each Client rests with the Department.

(2). The Contractor shall maintain sufficient staff, facilities and equipment, in accordance with the regulations of the OCFS in order to provide the Preventive Services set forth in Appendix C and Exhibit A of this Agreement.

(3). The Contractor shall provide the Preventive Services described in Appendix C and Exhibit A of this Agreement at the principal location of:

Cayuga Home for Children (a/k/a Cayuga Centers)  
101 Hamilton Avenue

Auburn, New York 13021

and shall provide the Department written notification of the location(s) of any additional support services provided in conjunction with the child service plan, outside of the aforementioned address.

(4). The Department shall notify the Contractor with the name of the person assigned to monitoring responsibility for child protective services for the recipients receiving Preventive Services from the Contractor.

#### SECTION VII. BOOKS, RECORDS, AND REPORTS

(1). The Contractor shall keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each Client receiving Preventive Services under this Agreement. Each record shall indicate the Preventive Services provided to the Client, in addition to other recipients of services involved with the case, including the date such services were provided. The Contractor shall make such reports to the Department on the status and progress of each recipient of Preventive Services at intervals required in the OCFS regulations.

(2). All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(3). The records of individual Clients of Preventive Services shall be made available to the Department upon request for consultation or review.

(4). The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.

(5). The Contractor shall maintain financial books, records and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the Preventive Services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.

(6). The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for Preventive Services to which they relate, during which time authorized County, state and/or federal auditors shall have access to and the right to examine the same.

(7). In addition to Paragraph 3, 4, 5 and 6 of this Section, and until the expiration of (6) years after the furnishing of Preventive Services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to

the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

#### SECTION VIII. ACCOUNTABILITY

(1). The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistently with the New York State law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.

(2). The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with Clients of Preventive Services, review of uniform case records, review of Preventive Service policy and procedural issuances, review of staffing and job description and meetings with any staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those local, state and federal agencies with the required legal powers and statutory authority to conduct such activities.

(3). The Department shall confer with the Contractor at least twice a year to discuss the Contractor's Preventive Services purchased by the Department. This shall include, but not be limited to, such items as frequency of contact and planning with the natural Family and significant others, scope of service plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual Client reviews shall include determination of compliance to Agreement requirements.

(4). If the Contractor fails to substantially conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the OCFS as it deems necessary.

(5). The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. Where subcontractors are permitted, they are subject to federal and state requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor.

(6). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the Preventive Services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

## SECTION IX. COMPLIANCE WITH LAW

(1). The Contractor shall comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor also agrees to observe all applicable federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(2). The Contractor shall be bound by the terms and conditions of Appendix A, Appendix B, Appendix C, Exhibit A and Exhibit B and the Standard Oneida County Conditions Addendum, each attached hereto and made a part hereof.

## SECTION X. TERMINATION OF AGREEMENT

(1). This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or it shall be delivered by hand with receipt granted by the Contractor. The Contractor shall not incur new obligations nor claim for any expenses incurred after receipt of the notification of termination.

(2). In addition to the termination provisions set forth in paragraph 1 *supra*, the Department shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any federal, state or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by federal, state or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.

(3). When the Agreement is to be terminated pursuant to Paragraph 1 and/or 2 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty (60) days from the date of notice, unless substantial breach of Agreement is involved, in which case the effective date shall not be less than thirty (30) days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.

(4). Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, or 2 *supra*, the Department shall arrange for the transfer to another Contractor of all Clients then served by the Contractor. In order to reimburse that Contractor for all Clients not transferred by the effective date of termination, the Department and Contractor shall negotiate an extension of this Agreement prior to the date of termination.

(5). The Contractor shall comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department any overpayments or excess funds paid to the Contractor pursuant to this Agreement; not incurring or paying any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmitting to the Department or its designee on written request copies of all books, records, documents and materials pertaining to

the financial details of any Preventive Services provided under the terms of this Agreement.

(6). This Agreement may also be terminated by the Department upon thirty (30) days prior written notice to the Contactor without just cause and/or should funding from Federal, State or County funds become unavailable for such service.

(7). The Contractor agrees that any equipment purchased with funds under this Agreement is the property of the Department and shall revert to the Department upon any termination or failure to renew the Agreement pursuant to New York State law.

#### SECTION XI. PERFORMANCE OF SERVICES

(1). This Agreement may not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the Department.

(2). The Contractor warrants that it is not in arrears to the County upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(3). The Contractor warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. The Contractor further agrees to keep such required documents in full force and effect during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.

(4). 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 Preventive Services. The Contractor shall use the Contractor's best efforts to perform the Preventive Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details and means of performing the Preventive Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

(5). The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors, upon written consent from the Department, and/or partners as the Contractor deems necessary to perform the Preventive 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 Preventive Services by the Assistants in a manner satisfactory to the County, in compliance with all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

(6). 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.

(7). The Contractor is solely responsible for paying all of its business expenses related to furnishing the Preventive Services described herein, and shall not be reimbursed the cost of travel,

equipment, tools, office space, support services or other general operating costs.

(8). The Contractor and its Assistants shall not be required to attend or undergo any training by the Department. The Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Preventive Services described herein and shall be solely responsible for the cost of the same.

## SECTION XII. INDEPENDENT CONTRACTOR STATUS

(1). The Parties agree that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its 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 and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that neither the Contractor nor its Assistants, shall hold themselves out as, nor claim to be, officers or employees of the 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.

(2). 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.

(3). The Contractor and its Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

(4). The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

(5). 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.

(6). 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.

(7). The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

### SECTION XIII. INDEMNIFICATION

The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act or omission or commission by the Contractor, its officers or employees, with respect to this Agreement and any of the terms thereof.

### SECTION XIV. INSURANCE REQUIREMENTS

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

- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
  - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
  - b. Abuse and Molestation coverage must be included.
  - c. Oneida County, and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- ii. Workers' Compensation and Employer's Liability
  - a. Statutory limits apply.
- iii. Business Automobile Liability (BAL)
  - a. BAL with limits of at least \$1,000,000 each accident.
  - b. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.



- c. Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
- iv. Commercial Umbrella
  - a. Umbrella limits must be at least \$5,000,000.
  - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
  - b. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- v. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

(2). 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, BAL, Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

(3). Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

#### SECTION XV. VENUE

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

#### SECTION XVI. 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 conditions of this Agreement.

#### SECTION XVII. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or

appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

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

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

Approved: \_\_\_\_\_  
Kimberly A. Kolch, Assistant County Attorney

Date: 2/25/22

Oneida County Department of Social Services: \_\_\_\_\_  
*Colleen Fahy-Box*  
Colleen Fahy-Box, Commissioner

Date: 02.09.2022

Cayuga Home for Children: \_\_\_\_\_  
*Edward Myers Hayes*  
Edward Myers Hayes, President & CEO

APPENDIX A  
NEW YORK STATE CONDITIONS

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

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

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

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

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

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

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

- \* (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
  - \* (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.
- VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

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

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

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

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

## APPENDIX B

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES CONTRACTS PERSONNEL

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

### NOTICES

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

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

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



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

## OFFICE SERVICES

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

## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## REPORTS AND DELIVERABLES

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

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

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

## CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

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

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

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

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

#### PUBLICATIONS AND COPYRIGHTS

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

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

## PATENTS AND INVENTIONS

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

## TERMINATION

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



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

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

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

## CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

## FISCAL SANCTION

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

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

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

## ADDITIONAL ASSURANCES

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

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

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

#### RENEWAL NOTICE TO CONTRACTORS

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

#### COMPLIANCE WITH LAW

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

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

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

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

## APPENDIX C

### Purchase of Service Specifications Between Oneida County Department of Family and Community Services and Cayuga Home for Children

**Appendix C provides the Department's Request for Proposal required services while Exhibit A provides the Contractor's Service Summary submitted, it is understood that the Contractor agrees to provide all minimum specifications outlined in this Appendix C as well as the program specifics outlined in Exhibit A.**

Contractor agrees to provide Case Planning Services to the Department. Case Planning Services includes but is not limited to Child Protective and Preventive Mandated Case Planning services and has the ability to support approximately 200 cases at any given time. With a no refusal policy.

#### **Case Planning Services**

Child Protected and Preventive Mandated Case Planning Services provide preventive services to children under the age of 18 who are at imminent risk of out of home placement. According to New York State Social Services Law (SSL §409), preventive services are supportive and rehabilitative services that are provided to children and their families for the purpose of:

- Averting an impairment or disruption of a family which will or could result in the placement of a child in foster care;
- Enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or
- Reducing the likelihood that a child who has been discharged from foster care would return to such care.

#### **Eligibility for Mandated Preventive Services:**

New York State Social Services Law 409 addresses when preventive services are mandated. As set forth in Office of Children and Family Services (OCFS) regulation 18 NYCRR 423.3, the eligibility criteria for mandated preventive services are defined in OCFS regulation 18 NYCRR 430.9. To be eligible for mandated preventive services, the case circumstance must satisfy this specified eligibility criteria.

#### **Least Restrictive Service Options**

The eligibility determination for preventive mandated services must include an assessment of the least restrictive service interventions that can meet the needs of the child and family. The intent of preventive services is to maintain a child safely in his home and/or community. The services continuum in child welfare for children at risk of placement starts at the least restrictive interventions that will address the child and family needs and gradually seeks more intensive or intrusive service interventions to alleviate the need for placement and/or maintain child safety. The goal of preventive services is to engage the parent and/or child to accept community based services on a voluntary basis to decrease the risk of out of home placement and promote child safety and well-being in a home/community environment. If this is not an option, the Department can open a Child Welfare Services Case, as a mandated preventive service case, on a voluntary basis

and provide services through preventive mandated programming. If this is not able to alleviate or reduce the risk of out of home placement, home based services can be ordered through Family Court if the Court determines there is a need for such services to avert placement. If it is determined it is not possible to keep a child safely at home with family/kin, the agency must seek Court approval for placement and utilize the least restrictive placement appropriate for the needs of the child.

The Contractor will provide community-based services to prevent foster care and/or to return children home from foster care. The services are intended to reduce incidents of child abuse and neglect, to prevent youth from presenting to the juvenile justice system, and to decrease the number of children going into foster care, and to return children from foster care to a permanent living arrangement. The Contractor must pursue an aggressive policy regarding permanency planning for children at-risk of coming into care and children in care.

**Multi-Systems Approach to service integration and delivery:**

The Contractor must possess expertise in working with families and have a thorough understanding of the varied human services system(s), with a focus on Social Services regulations and policies as determined by state and federal legislation and guidance. Also, it is critical the Contractor have a thorough knowledge of the resources in the community, a multi-systems approach to service integration and delivery and the ability to navigate referrals based on the needs of the child and family.

The Contractor has established programs with a history of successful implementation of community based services for children at risk of out of home placement, abuse or neglect, or entrance into the juvenile justice system. The Contractor has programs that have cross systems approaches to problem resolution and the ability to work closely with the schools, community providers, and other state agencies to access community based and/or least restrictive services/programs available to meet the family or child need. The Contractor will provide programs that utilize a wrap-around services model. Wraparound is a strengths-based planning process that utilizes an inclusive planning process to engage with children, youth, and their families. Wraparound is based on an ecological model, and shifts focus away from a traditional service-driven, problem-based approach to care, and instead follows a strengths-based, needs-driven approach drawing upon the identified strengths and resources of the child, family and community.

Case Planner contacts will minimally include a monthly home visit and a face to face contact with all children and adult caretakers for the purposes of engaging the family and assessing safety and well-being.

**SCOPE OF SERVICES:**

**Preventive Service Purpose:**

There is a need to provide community-based services to families in order to prevent foster care and to return children from foster care. The main priority of mandated preventive services is to decrease the number of children going into foster care and to return children to a permanent living arrangement.

The Contractor will pursue an aggressive policy regarding permanency planning for children at-risk of going into care and children in care.

Program Specifications

Eligibility - The Department is responsible for determining eligibility for preventive services and authorization of services via required Service application and WMS Authorization. There is a no refusal policy for cases referred by the Department.

All referrals to the Contractor will be made by Oneida County Department of Family and Community Services. The Department's case manager will determine to which Agency (Contractor or Sub-Contractors) the referral will be made. The Contractor caseworker will contact the Department's Case Manager to determine a time to conference the case so that decisions can be made pertinent to the Service Plan

The Department will provide case management functions to include monitoring of CPS cases; responsibility for submission of CCRS information, and cooperation with the Contractor for formulation of Service Plan, approval of Plan, and Utilization Review procedures. The Department will be responsible for integration of the Service Plan to assure that one Contractor/individual is designated as the official case planner, responsible for developing a single family Assessment and Plan. In the event of conflict regarding the Service Plan, the Department is responsible for resolving the issue. The final responsibility for Child Protective cases must rest with the Department's Child Protective Services Staff.

The Contractor will employ adequate case planners to support Child Protective Under care/Preventive case planning services to approximately 200 cases at any one time. Case planners shall possess caseworker qualifications. Supervisors shall possess the qualifications and experience of Grade B supervisor who would have the responsibility to supervise the case planners.

Per Department policy, Case Planner contacts will minimally include a monthly home visit and a face to face contact with all children and adult caretakers named in the case for the purposes of engaging the family and assessing safety and well-being. Per regulations, the Contractor will maintain case contacts as required by the State Department of Social Services and required by New York Codes Rules and Regulations. Contacts include in-home conference and service plan reviews. The regulations require a **minimum** of twelve (12) contacts between the case planner and the child and his/her family within each 6-month period of service. Of the twelve (12) contacts, four (4) must be individual face-to-face meetings with the child and/or his/her family, and two (2) of the meetings within each 6-month time frame must be conducted within the child's home. Eight (8) of the contacts may be group counseling or group activities if these activities involve interaction between the case planner and the child and/or his/her family and the activities are included in the child's service plan. In addition, per Department policy, monthly home visits are required on open preventive cases.

For cases opened Preventive Mandated and/or Child Protective Service, in receipt of preventive services, the minimum number of cases contacts required are determined by the Child Protective Service Regulations which require a minimum of two (2) face-to-face case contacts per month, or more if deemed necessary, with identified child and caretakers named in the CPS case, one (1) of which must be in child's home. The Contractor understands that it is a mandated reporting source for child abuse and neglect. The Contractor further agrees that as a mandated reporter, they will participate

and/or cooperate with the Department in a CPS investigation. Additionally, when requested by the department or required by the Court, will attend Family Court proceedings to provide information related to the case planning activities.

The Contractor will provide the supervision needed for the Contractor's case planners to ensure that they fulfill all Federal, State and Local requirements.

It is the expectation that the Contractor will maintain case planners caseloads managing preventive mandated/Child Protective cases at 10-13 cases per case planner. The Contractor will complete progress notes contemporaneously to the event and ensure that these are given to the case manager or supervisor no later than two (2) weeks after contact. The Contractor will copy any material, they need at their site. The Contractor will provide training and supervision in the preparation of case progress notes. The Contractor will enroll their staff in the Office of Child and Family Services basic casework training curriculum referred to as Foundations within a month of hire.

Uniform Case Recording Requirements - The Contractor will abide by the Department's requirements - and time-frames for submission of information for each family's Uniform Case Record. The Contractor will be responsible for the preparation of the Service Plan. The Contractor agrees to follow the requirements set forth under NYCRR.

The Contractor will be required to prepare Court Petitions or Reports and provide any supporting documentation requested and submit these to the Department's case manager forty-five (45) days prior to the scheduled court date, termination date of the Court order, or as requested by the Department or Family Court. The Contractor's case planner will be available for all Court hearings. In the absence of the case planner, the case planner's supervisor will attend Court as the next person most familiar with the case circumstance.

The Contractor agrees to adhere to the Policy, Procedures and Protocols as developed by the Department as they pertain to case planning duties and responsibilities.

The Contractor will have back up staff available for emergency coverage through a designated system which includes office staff.

The Contractor will continue to handle cases and the caseload as stated regardless of temporary staff vacancies; and ensure active recruitment processes are in place to fill vacant positions as timely as possible.

Reporting Requirements - In active CPS cases, the Contractor must supply the Department with necessary information to complete any and all reports including but not limited to - "Follow-up Report Child(ren) in Need of Protection."

Confidentiality – The Contractor will abide by State Laws regarding confidentiality of client information. Written, informed, client consent will be required before confidential information is divulged. Case material will be stored in a locked file in an office inaccessible to unauthorized access. The official case record will be maintained at the Department.

The Contractor agrees to arrange or provide transportation for clients for the following situations, but not limited to these situations;



1. Medical Appointments
2. Visitations
3. Counseling appointments
4. Contacts with other Agencies providing services
5. Pre-Placement Visits, if necessary.
6. To the Department for Departmental business.

The Contractor agrees to prepare and provide any and all monthly reports required by the County and State Governments pertaining to this program.

Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel. Agency financial records for the contracted program must be completed and available to the Department of Family and community Services fiscal staff for review and audit upon request. The Agency will also submit any and all reports required for preventive service contracts, including Quarterly Evaluations every three (3) months.

The Contractor agrees that the equipment purchased under this Agreement would be the property of the Department upon any termination or failure to renew, would revert back to the Department.

Program Evaluation - The Department will review and monitor program adherence collecting data internally and externally. The Department and the Contractor will meet at least quarterly to discuss the current Agreement status.

#### Program Descriptions

Contractor will provide shared supervision and provide administrative oversight in collaboration with the Department for the activities of the case planners. A caseload of 11 – 13 cases at any given time is considered a manageable caseload. Contractor agrees to provide Services to 200 cases at any one time with a no-refusal policy. These cases will be drawn from the Department's mandated preventive and protective caseload. The Case Planner will be available flexible hours to better serve the families.

- Provide family-based community/home based services to children at imminent risk of foster care and their families to reduce the number of children entering or re-entering foster care due to issues related to abuse or neglect, PINS and/or JD behaviors or other child or parent centered issue that places the child at risk of out of home placement, and assisting them to succeed in the community.
- To reunify children in foster care with their families as quickly as possible, ensuring them a safe, nurturing, and healthy environment
- When children cannot return home, assist them by developing a permanency plan that ensures their right to a nurturing and secure home environment that allows the fullest potential for physical and emotional growth,
- Provide required services to families as outlined in proposal, and all applicable New York State Department of Social Services Regulations, regardless of the vacancy status of personal.
- The Contractor shall report to the Department any incident involving a client or family referred by the Department that the Contractor deems significant. This includes but not limited to: any violent or aggressive behavior against the worker or in the worker's presence, any instance where a client or family member is involved with the police and/or court systems, or any critical concern of a family member's health, safety or well-being.

The Contractor agrees to maintain outcomes for families and children, all laws, regulations and Department procedures must be complied with including the following:

- Case Planning Services, proposals will cooperate with Oneida County Department of Family and Community Services and will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state and local law.
- All Case Planner Services must agree to participate in a centralized intake process and may not reject any case referred nor close any case without prior written approval from the Department.
- No agency shall sub-contract any part of this award to another agency without approval from Department and any plan to utilize sub-contractors should be outlined in agency proposal provided as shall be outlined in Contractor request for proposal submission and outlined in (Exhibit A) as part of this agreement.

The Contractor agrees to establish the following:

- Provide family-based community/home based services to children at imminent risk of foster care and their families to reduce the number of children entering or re-entering foster care due to issues related to abuse or neglect, PINS and/or JD behaviors or other child or parent centered issue that places the child at risk of out of home placement, and assisting them to succeed in the community.
- To reunify children in foster care with their families as quickly as possible through training, education and family support services designed specifically to strengthen the family unit.
- To assist children and families in longer term planning when a return home from foster care is not possible. This may include adoption when appropriate and possible.
- To serve a minimum of 200 Cases at any given time during the contract year.

The Contractor will provide a qualified cost-effective program to work collaboratively with the Department to meet these SPECIFIC OUTCOMES for the Case Planning Services Program.

Outcomes/measurements for Case Planning Services:

- Outcome: The case planning contract will work with participant families to prevent children from entering care, to reduce the length of stay of children in placement, to reduce the number of children needing replacement, and to provide community oversight to high risk cases in order to monitor and ensure children's safety.
- Performance: Family service needs will be identified and participants will become engaged in services. Family assessment will be done in a manner that reflects culturally competent and family focused planning. Case planning responsibilities will include casework counseling, advocacy and referral, service coordination, assistance with transportation, supervision and oversight of open cases. The case planner will provide community oversight for children in high risk families through frequent contact and/or monitoring of Court orders as well as the identification and utilization of appropriate community based resources, as well as contact with individuals in a position to assess safety and well-being of the children.
- Measurement: 66% of the participant families will not have any substantiated reports of abuse/neglect while participating in services.
- Measurement: 66% of participant families that have children at home and in out of home placements

eligible for mandated preventive services based on the service plan goal to return children home within six (6) months; will have their children returned to them within the specified six (6) month period.

- Measurement: 66% of the cases with existing Family Court orders will not have any new violations filed during the time the case remains open with the case planning.
- Measurement: 66% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.

### Contractor and Staffing qualifications

Contractor will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state and local law. (This shall include, but not be limited to, any required background checks of employees working under such agreement.)

- Provider Entities
  - Case planner services must be provided by an agency or facility, persons and groups possessing the capability to provide such services and who are approved by the State Commissioner of Social Services. Prospective providers of case planning services may include, but are not limited to:
    - Facilities licensed or certified under New York State law or regulations;
    - Health care or social work professionals licensed or certified in accordance with New York State law;
- Case Supervisor qualifications
  - Individual case planning supervisor staff must meet the educational and experience qualifications of a Oneida County Case Supervisor Grade B
    - a) Graduation from a regionally accredited of new York State registered college or university with a bachelor's Degree AND three (3) years of full-time experience in social work with a public or private social agency adhering to acceptable standards; one (1) year of which shall have been in a supervisory capacity;

NOTE: Satisfactory full-time study in a recognized graduate school of social work may be substituted for required social casework experience on a year-for-year basis.

SPECIAL REQUIREMENTS: Possession of a valid New York State driver's license at time of application. License must remain valid throughout appointment, to meet the transportation requirements of the job.

- Case Planning Staff
  - Individual case planning staff must meet the educational and experience qualifications of a Oneida County Caseworker
    - a) Graduation from regionally accredited or New York State registered college or university with a bachelor's degree

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Special requirement: Possession of a New York State driver's license. License must remain valid throughout employment to meet the transportation requirements of the job

#### Program Staffing Descriptions

Staffing: Contractor will provide supervision and provide administrative oversight for the activities of their Services. Contractor agrees to provide the Services to at least 200 families/youth at any one time. There is a need for flexibility in program hours to best the needs of the children and families.

# Exhibit A

## A. Service Summary

Since 2010, Cayuga Centers has worked in close partnership with Oneida County to provide essential services and supports that empower children and families to make meaningful changes in their daily lives. Through our Treatment Family Foster Care (TFFC), Functional Family Therapy (FFT), Multisystemic Therapy (MST), SafeCare, Family Support Program and Children and Family Treatment and Support Services (CFTSS) programs, the agency has demonstrated consistent success in preventing out-of-home placements, reducing reentry, and decreasing length of stays in placement. This expertise, along with over 165 years of organizational experience in serving at-risk populations, has driven our proposal to provide case planning services throughout Oneida County. Our deep understanding of the unique needs of the county's youth and families and an innovative approach to the provision of case planning services will support safe and sustainable permanency for youth and families in Oneida County.

Cayuga Centers is proposing the implementation of an Oneida Preventive Case Planning program that takes a wraparound, multi-systems approach to service integration and delivery, recognizing that family needs are often multidimensional and overlapping, requiring holistic, collaborative interventions. Preventive Case Planning incorporates the evidence-informed Solution-based Casework (SBC) model and evidence-based Motivational Interviewing (MI). SBC is a solution-focused, intensive family preservation framework that will be supplemented with the MI tool for counseling individuals and families in identifying motivations that can lead to impactful behavior change. As a result of the anticipated implementation of the Family First Prevention Services ACT (FFPSA), incorporation of these evidence-based tools may substantially reduce the cost of services to the county from 38 percent to 19 percent as a result of the increased federal funding for preventive services.

Altogether, the proposed program will include 29 staff, including one (1) Director of Oneida Preventive Case Planning, four (4) Supervisors of Case Planning and 24 Preventive Case Planners. Once fully hired, the team will be equipped to serve approximately 250 preventive case planning cases at any given time. All staff will be extensively knowledgeable of the community resources and other service providers in Oneida County in order to refer youth and families to the most appropriate services available.

The primary goals of the proposed program are to avert the disruption of a family that could result in the imminent placement of a child in foster care; enable a child placed in foster care to return safely to their family earlier than would otherwise be possible; and reduce the likelihood that a child who has been discharged would return to foster care. The program will include a 24/7 coverage plan to ensure access to crisis support staff around the clock, and all services will be provided face-to-face in the family's home and at the convenience of the family. Our model utilizes an aggressive permanency planning and "whatever it takes" approach to guarantee that families receive all services necessary to ensure their safety and well-being while working towards their goals. This will include an embedded transportation component available to all families. Services will be delivered collaboratively with the county in a manner that is trauma-informed, child and family-centered, strength-based, community-based, culturally competent, and provided in the least restrictive setting possible.

Cayuga Centers remains open to adjusting the size and scope of each aspect of the proposed program and we look forward to implementing preventive services that are custom tailored to the needs of Oneida County. As with our existing preventive programs, we will work in close partnership with the Oneida County Department of Family and Community Services throughout the planning, start-up and implementation phases of the program in order to achieve shared goals for families and the community.

## **B. Agency Experience & Philosophy**

### *I. Agency Mission & Experience*

Cayuga Centers' mission is to help children, families, and individuals to grow as independent, healthy productive citizens through quality counseling, out of home placement and support services. We do this in partnership with those we serve as well as government agencies and other service providers. Headquartered in Auburn, NY, the agency has over 165 years of experience, offering an array of innovative child welfare programs. Each of these programs are aimed at keeping families unified, rebuilding family relationships, and/or safely returning youth to their families and homes in a manner that is sensitive to both culture and trauma experiences.

Cayuga Centers has a longstanding history of delivering community-based preventive services to youth and families, including those at risk of out-of-home placement, abuse or neglect, or entrance into the juvenile justice system. Beginning in 1991, the agency expanded its service delivery to include Homebuilders, our first research-informed, preventive model. Today, the agency provides a wide array of evidence-informed and evidence-based prevention programs including Functional Family Therapy (FFT), Multisystemic Therapy (MST), SafeCare, Family Preservation/Support programs and Restorative Case Management with Motivational Interviewing. The agency's well documented successes with each of these programs has also been accompanied by a long history of public and private partnerships at the local, state, and federal level.

Cayuga Centers' success with the provision of community-based preventive services is evidenced by our 2019 re-accreditation by the Council on Accreditation (COA). This re-accreditation indicated the agency's commitment to, and success in, adhering to best practices in the services we provide. Of important significance, the agency achieved full accreditation for each of our family support programs, within which we provide comprehensive preventive case planning for at-risk youth and their families. In reference to these programs, COA found that our "family preservation and stabilization programs improve family functioning, increase child and family well-being, ensure child safety, reduce the need for CPS intervention and the separation of children from their families, and ease the transition to reunification following a separation."

In addition to the agency's documented history of success with preventive services, Cayuga Centers also has a deep rooted understanding of the varied human services systems specific to Oneida County. Through our current Treatment Family Foster Care (TFFC), Children and Family Treatment and Support Services (CFTSS), FFT, MST and our Family Support Program, our staff have gained a keen understanding of Oneida County's unique needs and the current landscape of service available to the community. As a result of this in-depth knowledge and our existing partnerships with local service providers, the proposed Oneida Preventive Case Planning program will be uniquely positioned to efficiently and seamlessly assume the provision of case planning services in Oneida County. Through an ongoing collaborative partnership with Oneida County, Cayuga Centers will ensure the delivery of case planning services that are holistic, strengths-based, needs-driven and aggressively focused on permanency planning for at-risk children and those already placed in care.

### *II. Cultural Competency*

Among the values held by Cayuga Centers is the belief that diversity strengthens all aspects of operations and that all people must be treated equitably, fairly and with human sensitivity and respect. As such, the agency places a significant emphasis on ensuring cultural diversity and inclusion in the workplace, training and preparing staff to work in a culturally diverse context, and ultimately providing culturally

appropriate services for the diverse populations that we serve. As a result of Cayuga Centers' expansive geographic reach and breadth of services, our programs encompass a broad range of human differences, including ability and disability, age, race, sexual orientation, gender identity and expression (SOGIE), socio-economic status, educational level, language, ethnic background, national origin, citizenship status, spiritual beliefs, religious practice, and more. The agency takes pride in its commitment to recognizing, affirming, and respecting each individual and community that we serve.

This commitment is demonstrated in a number of agency practices and an overarching posture of adapting to new and better approaches as information becomes available regarding how to best meet the needs of diverse populations. All staff are trained on diversity, inclusion, and implicit and explicit bias, with an emphasis on the importance of cultural humility - the understanding that the work of cultural awareness and responsiveness is a lifelong process of self-reflection to recognize and address biases, learn about other cultures and experiences, and seek ongoing input and engagement with those of different cultural backgrounds and experiences.

Cayuga Centers takes pride in recruiting, hiring and retaining culturally diverse staff who reflect the communities we serve, including those with differences in race, sexuality, gender, religious practice, and life experience. The agency's workforce is made up of individuals who identify as the following: Hispanic: 61%, White: 25%, African American: 11% and Two or More Races: 2%. This not only results in a robust work environment, but allows many of our staff to have cultural and linguistic backgrounds that are similar to the individuals and families that we serve, resulting in strong cultural understanding in our services, a deep trust between staff and individuals receiving services, and an ability to support families and communities in ways that a less diverse workforce would not.

## **C. Program Design**

### *I. Program Description*

Once fully implemented, Cayuga Centers' Preventive Case Planning program will provide child protective and mandated preventive case planning services to approximately 250 cases at any given time throughout Oneida County. The program will serve families with youth under 18 currently in an out-of-home placement, at imminent risk of out-of-home placement, or at risk of reentry into placement. The primary goal of this program is to maintain at-risk children safely in their homes and communities by engaging families in community-based interventions in the least-restrictive setting. To that end, the program will facilitate the provision and management of supportive and rehabilitative services to children and families in order to: 1.) avoid out-of-home placement such as foster care; 2.) enable a return from care earlier than anticipated; and/or 3.) reduce the likelihood of reentry into care.

The Preventive Case Planning program will assist families in receiving the most appropriate services based upon their individual needs and will work to ensure ongoing continuity of care upon case closing. Based upon comprehensive assessment findings, case planners will craft a service plan in collaboration with Oneida County and the families themselves that will act as a guide to connect families to all relevant, community-based services. Further, program staff will work to minimize barriers to services, and ensure that all of a family's basic needs are met at all times, including shelter, food, transportation, and clothing. The program incorporates an aggressive approach to permanency planning that includes relentless family engagement, a "whatever it takes" program culture, in which program staff stand by families as they navigate any number of challenges, and a commitment to finding the community-based services that have the highest likelihood of assisting families in achieving their permanency goals.

Preventive Case Planning takes a wraparound, multi-systems approach to service integration and delivery, recognizing that family needs are often multidimensional and overlapping, requiring holistic, collaborative interventions. This may include working closely with systems such as schools, community providers, mental health and health providers, and other agencies to achieve a cross-systems approach to problem resolution that is uniquely tailored to meet the needs of a given family. In addition to this cross-systems approach to collaboration, the program engages families as codesigners in the service planning process, recognizing family voices as critical to the success of the intervention. Cayuga Centers believes that individuals and families have knowledge and skills that, when leveraged, can play a crucial role in achieving and maintaining permanency goals. Therefore, based on the permanency goals and service plan approved by Oneida County, case planners make every effort to engage families in the on-going process of planning and implementation of services. Our preventive case planners operate as the family's trusted go-to source for support and advocacy, as well as the liaison between the family, the county, and all service providers.

Cayuga Centers understands that collaboration with both the families we serve and community partners, including the contracting county, is central to the success of our interventions. The agency focuses on building relationships with community partners such as food security resources, healthcare providers, schools, law enforcement, other human service agencies, mental health resources, and recreational activity opportunities. Cayuga Centers views the families that we serve as collaborators in their intervention with strengths, experience, and knowledge that are key resources for achieving their goals. The agency believes that goals should be self-determined with input from County caseworkers, the courts and probation to increase the likelihood of buy-in, continued engagement with the intervention, and sustained change post-intervention. Therefore, the agency views the families and individuals that we serve as collaborative partners of the same caliber as community partners. The proposed Oneida County Case Preventative Case Planning program will utilize and benefit from existing partnerships within the community, key stakeholders, and natural supports to provide a holistic intervention. Cayuga Centers' experience in Oneida County has helped the agency develop a thorough understanding of the unique needs of vulnerable and at-risk populations in the area, and has provided the opportunity to build strong community partnerships that will be critical to the success of this Preventive Case Planning program.

The Preventive Case Planning program will assist families in identifying and understanding safety and risk factors that may impact permanency, work collaboratively with families and Oneida County to establish comprehensive, multi-system service plans to address the needs of the family in order to reduce risk, and support the family toward independent maintenance of achieved permanency goals. Case planners will work diligently to ensure that families have continued access to essential services upon case closure, and work to establish stronger networks of informal support. Cayuga Centers is committed to accepting all Preventive Case Planning referrals from Oneida County, and looks forward to working in close collaboration with county case managers to ensure that the goals of each family are achieved, thereby significantly reducing the likelihood of out-of-home placements.

## *II. Evidence-Informed and Evidence-Based Models*

Preventive Case Planning will utilize the evidence-informed Solution Based Casework (SBC) model - a solution-focused, intensive family preservation framework - supplemented by the evidence-based Motivational Interviewing (MI) tool for counseling individuals and families in identifying motivations that can lead to impactful behavior change. SBC is a casework practice model that prioritizes working in partnership with families, focuses on pragmatic solutions to difficult situations, and notices and celebrates change. A family-centered model, SBC aims to assist the family team in organizing, prioritizing, and



documenting the steps they will take toward safety, improved well-being, and permanency for their children. The three basic goals of the model include:

1. Develop partnerships with the family, providers, and family networks;
2. Focus on pragmatic, everyday family tasks; and
3. Promote the specific prevention skills necessary for the family to successfully fulfill these everyday tasks.

SBC uses a system of milestones to achieve common goals, and encourages relationship building and collaboration with families to recognize strengths and weaknesses. The SBC model has demonstrated consistent success and positive outcomes when implemented with the highest adherence to model fidelity. Through the process of reviewing 4,559 public child welfare cases through a Continuous Quality Improvement (CQI) case review process, the research of Antle and colleagues (2012) indicate that a high degree of adherence to the SBC model resulted in exceeding federal standards for each of the key outcomes of safety, permanency, and well-being. When compared to child welfare cases that have not implemented the SBC framework, cases that adhered to SBC model fidelity resulted in more positive outcomes, including:

- 30% fewer removals of children from their homes;
- 64% more cases and service plans identified client strengths; and
- 35% fewer instances of reentry over six months;

Available research demonstrates that the SBC framework results in more positive casework outcomes for families. These positive outcomes increase the likelihood of families maintaining permanency, reduce risk for families and communities, and promote long-term well-being for children in at-risk families. Further, these outcomes have the potential for substantial cost savings for counties by preventing costly out-of-home placements and juvenile justice involvement.

SBC can also incorporate tools such as MI to reach families' permanency goals. MI is an evidence-based approach to behavior change that employs guided communication to assist individuals in identifying the internal motivation that may be necessary to achieve a specific behavior change. MI is designed to empower people to achieve behavior change by drawing on their own meaning and capacity for change, rather than direction from an external source. This tool is a collaborative process that will be utilized as appropriate with parents and older youth. Core elements of MI include compassion, affirmation, reflection, and engagement. All program staff will be trained in both MI and SBC.

As a result of the Family First Prevention Services Act (FFPSA), and NYS's anticipated expansion of the candidacy definition to include primary/preliminary prevention cases, we anticipate that the incorporation of MI into the proposed program will allow Oneida County to access additional Title IV-E funding, given MI's "well-supported" rating in the Title IV-E Clearinghouse. As such, upon state implementation of FFPSA, we anticipate that the local share of this program will be reduced from 38 percent (under traditional preventive funding mechanisms) to 19 percent of the program's total cost. We look forward to working in close partnership with Oneida County to explore additional funding opportunities to reduce the overall and local cost of the proposed Preventive Case Planning program,

### *III. Intake Process*

Cayuga Centers approaches care collaboratively with the family, county, and all other service providers, while focusing on building upon the strengths of the family. The agency is dedicated to providing the

highest quality services to those we serve beginning at intake. Oneida County Department of Family and Community Services (DFCS) will retain the case management responsibility for all child welfare cases addressed by Cayuga Centers. This includes determining the eligibility for services, referring eligible youth and families, reviewing and approving all service plans and service plan revisions, and maintaining final decision making authority on all service plans. Cayuga Centers will employ adequate staff to support approximately 250 cases at any one time, and will accept all referrals from the county for case planning services.

During the start-up process of the proposed Preventive Case Planning program, Cayuga Centers will work closely with Oneida County DFCS to formalize and streamline the referral process in accordance with the needs and requirements of the county. The agency will follow the internal process of receiving referrals to preventative case planning as dictated by New York State and Oneida County regulations. The collaborative partnership between Oneida County and Cayuga Centers will serve as a strong foundation to efficiently accept referrals and provide services to youth and families. Once a referral is received, DFCS case managers will assign the case to a preventive case planner who will begin the process of evaluating needs and creating the service plan as soon as possible.

In Cayuga Centers' experience, early engagement of youth and families is a prime indicator of whether they complete services successfully and reach positive outcomes. Therefore, it is Cayuga Centers' policy to make initial contact with families within the first 24 - 72 hours of referral receipt to conduct screening and assessment. Cayuga Centers will work collaboratively with Oneida County to formalize expectations regarding the initial contact, screening and assessment during contract development and program start-up phase in accordance with Oneida County and OCFS requirements. This initial contact will assist the case planner in understanding the situation, needs, and desires of the family, in relation to the goals outlined by the county case manager. The initial contact is also an opportunity for the case planner to establish a connection with the family and make the family comfortable with the idea of the intervention in order to achieve sustainable buy-in and engagement. The case planner will engage the family with a compassionate, non-judgmental approach, actively listen to the family's concerns and perceptions, meet the family where they are at, and provide necessary support and safety planning from the first phone contact. Additionally, the first in-home, face-to-face session with the family is carried out as soon as possible in accordance with Oneida and OCFS requirements after initial contact is achieved. Cayuga Centers' Preventive Case Planning staff will 'frontload' sessions, attempting to meet with the family multiple times within the first ten days in order to encourage full program engagement from the family.

If the initial contact with the family is unsuccessful, the case planner will make further attempts to reach the family daily, including unannounced home visits, for three business days. On the fourth business day of no contact with the family, the case planner will continue to make diligent efforts to contact the family and notify their supervisor for additional support. If a family is unresponsive, resistant to the program and/or is cancelling appointments frequently, staff members will utilize unannounced visits to the home for an impromptu session or to schedule their next session in person. Cayuga Centers will keep Oneida County informed regarding challenges or delays in engaging with unresponsive families. The agency's 'relentless engagement' mindset demonstrates our commitment and dedication to serving youth and families. Cayuga Centers' case planning staff will approach care with a cross-systems approach to problem resolution and work closely with schools, community providers, and other state agencies to reach desired goals and outcomes. Please refer to the attached Relentless Family Engagement Policy for additional details regarding engagement efforts.

#### *IV. Service Provision*

Once intake is complete, Case Planners will conduct thorough assessments of the family's safety, risk, needs, and strengths to gain a comprehensive understanding of the factors that may result in out-of-home placement, reentry into placement, or hinder a return from placement. Assessments are family-focused, culturally-sensitive, and will be completed within one week of intake. Program staff will work in close collaboration with the County to establish an assessment protocol, and will meet the assessment expectations of OCFS, the County, and the SBC model. Assessments will include the Family Strengths Based Assessment for identifying the strengths and needs of a family, as well as all assessments anticipated for purposes of informing and completing the FASP. Additional, as needed assessment tools will be available to assess specific risks and needs including domestic violence, suicidal ideation and behavior, substance use, etc.

Once assessments are completed, the case planner will work collaboratively with the County Case Manager and the family to craft a service plan based on the findings of the assessment process. The service plan will highlight an approach to identifying, accessing, and managing essential services that will address the needs of the family as they relate to child permanency, safety, and well-being. Case planners will utilize the SBC model for crafting each service plan. The SBC model of service planning creates a common conceptual map for all team members, including case planners, case managers, families, service providers, and supervisors to ensure that everyone's efforts focus on clear, collaboratively agreed upon outcomes. The SBC framework assists the case planner in focusing on three elements that evidence has shown to be instrumental in establishing sustainable permanency:

1. Creating a partnership with families and service providers based on problem consensus, utilizing clear communication that all team members understand;
2. Focus the goals of the partnership and service plan on patterns that emerge in everyday family life that directly impact safety and risk; and
3. Target solutions in the service plan that will assist the family in building skills to create safety and reduce risk on those identified family patterns.

Once the service plan is agreed upon, the case planner will establish referrals to community resources that can provide the most appropriate, highest quality services for the family. The case planner will assist families in addressing any barriers to access and engagement, such as providing transportation, assisting with food and shelter needs, and teaching families how to navigate service systems independently for success post-intervention. The service plan will take a multi-system and wraparound approach, addressing each facet of a family's situation. Case planners will be responsible for casework counseling and Motivational Interviewing, advocacy and referral, planning and coordinating services, transportation assistance, and supervision and oversight of the progress toward permanency goals for all open cases in their caseload. For mandated cases, case planners will monitor court orders and/or CPS report status.

Case planners will engage in contact with the family at least twice per month, with a minimum of a monthly home visit and a face-to-face contact with all children and adult caretakers named in the case. Home visits and additional case contacts will be conducted for the purposes of assessing safety and risk, and to engage the family in the case planning process. Home visits will include service plan reviews,

in-home family conferencing, and Motivational Interviewing sessions. For mandated cases, the Case Planner will conduct the minimum number of case contacts as determined by CPS.

Case planners will work flexible hours in order to encourage full engagement and accessibility for families, setting up case contacts and referral appointments in the timeframes that work best for the family's needs. The program will arrange and/or provide transportation for client families to and from all appointments related to the families needs, including, but not limited to the following:

1. Medical appointments;
2. Visitation/Family Time;
3. Counseling appointments;
4. Contacts with other providers;
5. Pre-placement visits;
6. Food shopping and other essential services; and
7. Appointments at the Department.

The preventive case planners will have a comprehensive understanding of community resources and service partners in Oneida County. With this in-depth knowledge, case planners will be able to make the most informed, appropriate referral decisions based on the needs of each client family. In the agency's current Oneida County programs, youth and families have benefited from close collaborative relationships with a number of community organizations in the region. Some of our most successful collaborative partnerships in the county include The Neighborhood Center, The Center, and Upstate Community Health and Behavioral Services (CHBS). The Neighborhood Center provides youth with counseling, childcare programs, mental health assessments, and MCAT - a mobile crisis intervention. The Center provides a wide range of community resources and focuses on serving the refugee and immigrant populations in the area. CHBS offers comprehensive assistance to youth and adults in need of psychiatric and behavioral health support. Outside of the partners mentioned above, Cayuga Centers will refer families, as appropriate, to a number of available resources in Oneida including:

Community Resource	Services
House of the Good Shepherd	Foster Care/ Preventive Services
ICAN	Preventive Services
Utica Food Pantry	Food
Working Solutions	Career/Education
Empowered Pathways	Career/Education
Rescue Mission	Housing
Johnson Park	Housing
Emmaus House	Housing
YWCA	Housing/ Domestic Violence
Legal Aid Utica	Legal Services
Helio Health	Recovery Services
Beacon	Recovery Services

All case contacts and case planning activities, for all cases, will be conducted in coordination with Oneida County and in compliance with all NYS and Department codes, rules, and regulations. Additionally, case planners will cooperate with any CPS investigations as required for Mandated Reporters, and when requested by the Department or required by the Family Court, Case Planners will provide information for, and attend, Family Court proceedings to provide information related to the Case Planning activities.

Case planners will complete progress notes for each case contact and/or case event contemporaneously, and will ensure that these are available to their internal supervisor as well as the County Case Manager within two weeks of the contact. Program staff will follow all required times-frames for submission of information for each Family's Uniform Case Record. Additionally, the program will prepare and provide all required monthly and quarterly reports in a timely, quality manner.

Cayuga Centers believes that planning for case closing must begin at intake in order to ensure a seamless transition to independence, establish a plan for the family to maintain permanency, and reduce the likelihood of reentry. As such, case planners craft service plans with an individualized approach for case-closing based on the needs of each family. This includes establishing a plan for continuity of care, skill-building so that families may independently navigate the social service landscape, and intentionally building families' formal and informal networks of support. Upon case closing, families will enter a follow-up phase in order to track outcomes and assess families' progress in maintaining the positive growth that has been achieved throughout the course of the intervention. At six weeks and again at twelve weeks post-discharge, each family will receive a brief feedback survey that will provide information both on satisfaction with the services they received, as well as an update on family well-being and permanency plans. Additionally, at three months, six months, and one year post-discharge, program staff will scan CPS and police records in order to determine whether families served in the program have maintained permanency and avoided out-of-home placement.

#### **D. Program Implementation & Staffing**

##### *I. Implementation Plan*

Upon notification of award, Cayuga Centers will immediately engage with DFCS to finalize a start-up and implementation plan that best suits the needs of the county and ensures a seamless transition of child protective and preventive mandated case planning services to Cayuga Centers. These collaborative efforts will include, but not be limited to: clearly defining a centralized referral and intake process, establishing clear and consistent lines of communication and expectations between program and county staff; finalizing a comprehensive, multi-systems approach to service integration and delivery; formalizing contact frequency, documentation, reporting and service planning expectations; implementing outcome measurements and reporting mechanisms; and educating all potentially involved community stakeholders regarding the program's purpose and design. Cayuga Centers envisions that this close collaborative relationship with Oneida County and other stakeholders will continue throughout the duration of the contract, ultimately ensuring that the program remains reflective of the current needs of the county and those we serve.

Upon notification of award, Cayuga Centers will immediately begin the recruitment of 29 full-time equivalent (FTE) preventive case planning staff. Given the complexities that the current workforce

presents in Oneida County and throughout the country, we anticipate that the hiring of case planning staff will require at least three (3) months (post-award) to reach a 90% hire rate and approximately four (4) months to approach 100%. While this will limit our ability to meet the “substantial compliance and conformance with this RFP within 60 days of having been awarded” clause noted in the RFP, we fully appreciate that the efficient implementation of a case planning program is a top priority of Oneida County. As such, the agency will put forth maximum efforts to recruit case planning staff as quickly as possible. In these efforts, the program will immediately benefit from our agency’s history of success with recruiting staff in Oneida County as well as lessons learned from hiring an average of 350 staff nationwide on an annual basis. Below, please find an anticipated staff recruitment timeline for the Oneida Preventive Case Planning program.

<b>Oneida Preventive Case Planning Estimated Staff Recruitment Timeline (29 FTEs)</b>	
<b>10/10/21*</b>	Notification of award.
<b>10/10/21</b>	Commencement of staff recruitment campaign.
<b>11/01/21*</b>	Contract fully executed.
<b>11/10/21 (30 days post-award)</b>	10% to 15% (2 to 4 FTEs) hired and onboarded, with a heavy focus on hiring the Director position first.
<b>12/10/21 (60 days post-award)</b>	30% to 40% (8 - 11 FTEs) hired and onboarded.
<b>1/10/22 (90 days post-award)</b>	60% to 70% (17 to 20 FTEs) hired and onboarded.
<b>2/10/22 (120 days post-award)</b>	90% to 100% (26 to 29 FTEs) hired and onboarded.
<b>3/10/22 (150 days post-award)</b>	100% (all 29 FTEs) hired and onboarded.
<b>3/10/22 - Contract end</b>	Ongoing staff recruitment to ensure that a strong flow of case planners are readily available, should there be an immediate need.

*Please find additional information regarding the Oneida Preventive Case Planning program’s proposed staff in the “Staffing Plan” section below.*

In addition to hiring and training new staff, other core start-up efforts will include the identification of an office space in Oneida County that will accommodate the new program’s staff. We anticipate the rent-up process for this office will take approximately 45 to 90 days (post notification of award), however the agency’s current Oneida County office space will be able to accommodate new staff in the short term. Potential office sites will be selected based on their proximity to traditionally high-needs areas as well as accessibility to public transportation and in close collaboration with Oneida County.

*I. Agency & Program Leadership*

Cayuga Centers benefits from committed and mission-driven staff that have dedicated their careers to supporting children and families with a goal of seeing families thrive and contribute to healthy communities. The agency is led by President and Chief Executive Officer, Edward Myers Hayes, MPA, who leads a group of highly educated and experienced Officers and Vice Presidents. Mr. Hayes provides the agency with over 40 years of expertise in the child welfare sector, including significant experience managing the agency’s growth throughout multiple locations. In addition to Mr. Hayes, the Oneida County Preventive Case Planning program will benefit from the expertise and local knowledge of the Chief Operating Officer of Upstate New York, Ann Sheedy, MSW, PhD. Dr. Sheedy has over 30 years of leadership experience in the child welfare sector, holds a Master’s Degree in Social Work and a PhD in Child and Family Studies from Syracuse University. Dr. Sheedy currently oversees the Vice President of

Community-Based Interventions, which encompasses the agency's current Oneida County programs, including CFTSS, FSP, Safe Care, FFT and MST.

In addition to Cayuga Centers' current Oneida County programs, the Vice President of Community-Based Interventions, Ms. Cindi Pagan, LCSW, will be responsible for the general oversight of the Oneida Preventive Case Planning program. Ms. Pagan has over 20 years of direct child welfare experience, including overseeing multiple evidence-based programs throughout Upstate New York. Ms. Pagan will be responsible for ensuring the program's outcomes and overall quality of services as well as adherence to the SBC model and all Oneida County and NYS regulations. Under the supervision of Ms Pagan, the Assistant Vice President of the Mohawk Valley Region, Mrs. Ashley Simons, MAC, MA, LMHC, will provide the direct oversight of the program, including the program's master's level director. Currently, Ms. Simons supervises each of the agency's existing preventive programs in Oneida County. Ms. Simon's proven leadership abilities, in-depth understanding of Oneida County's systems of care and her experience interfacing with multiple community resources will play an instrumental role in the program's success.

## *II. Staffing Plan*

Upon award, Cayuga Centers will immediately begin recruiting, onboarding and training a team of 29 staff. This will include one (1) Director of Oneida Preventive Case Planning, four (4) Supervisors of Case Planning and 24 Preventive Case Planners. The director will be required to have a master's degree and five (5) years of relevant full-time experience in social work, two (2) of which shall have been in a supervisory/leadership capacity. Supervisors (comparable to County Grade B) will be required to have a minimum of bachelor's degree (master's preferred) and three (3) years of full-time experience in social work, one (1) year of which must be in supervisory capacity. Case planners will be required to have a minimum of a bachelor's degree in a relevant field and two (2) years of relevant experience (preferred). The proposed program will encompass a total of four (4) teams that will incorporate a ratio of one (1) supervisor to six (6) case planners. Each case planner will carry a caseload of approximately 10 to 12 youth/families at once (depending on acuity). All together, once fully hired, the proposed Preventive Case Planning program will be equipped to serve up to 250 cases throughout Oneida County at any given time.

Cayuga Centers' recruitment team of experienced staff will be dedicated to the timely execution of the Preventive Case Planning program's strategic hiring plan. All positions will be recruited with an emphasis on creating diversity in our candidate pool. Candidates will be selected whose skill sets, capabilities, qualifications, and experience meet or exceed agency standards, SBC model specifications and Oneida County requirements. Diligent efforts will be made to conduct reference checks and to assess the appropriateness of each candidate's fit within a youth and family services setting.

As a result of Cayuga Centers' national footprint, the agency's Human Resources Department has substantial experience in recruiting and onboarding large numbers of new staff across multiple jurisdictions and in varying geographical areas. The agency's recruitment team has already begun the process of developing an Oneida County Preventive Case Planning recruitment strategy as well as identifying specific hiring and screening requirements in order to ensure county and state compliance. Moreover, Cayuga Centers' recruitment team has already demonstrated continued success with the recruitment of preventive staff throughout Oneida County for each of the agency's existing programs. This well established, local expertise, will play a crucial role towards the efficient hiring of new case planning staff.

Case planning staff will be primarily recruited through sourcing, cold calls, interfacing with community resources and attending career fairs and other networking events. The recruitment team will also utilize social and professional networking sites to identify and source qualified candidates. As we identify specific recruitment needs, recruiters will place targeted job advertisements as a method to attract talent. Additionally, to help recruit highly sought after positions, the agency will utilize an employee referral cash bonus program on an as-needed basis. As we hire and fill program vacancies, these efforts will be sustained to ensure that a strong flow of case planners that are readily available, should there be an immediate need.

All program staff will undergo mandatory training and background screening as required by NYS OCFS, Oneida County, Cayuga Centers and in accordance with SBC model requirements (as applicable). Prior to contact with youth, staff must successfully complete the fingerprinting and background screening process. Case planning staff will also receive state licensed required trainings such as CPR, First Aid and AED, Mandated Reporting, Prevention of Sexual Abuse and OCFS Foundations, among others. Furthermore, all direct care staff will complete training in both the SBC and MI models as well as rigorous training regarding the usage of CONNECTIONS. The ongoing training of staff will take place during the course of weekly individual and group supervisions as well as model specific training events.

Below, please find a brief description of each proposed full-time position in Cayuga Centers' Preventive Case Planning program.

Director of Oneida Preventive Case Planning: Under the supervision of the Assistant Vice President of the Mohawk Valley Region this position will oversee all operations of the Oneida Preventive Case Planning program. The director will manage the utilization of each component of the program as well as personnel issues with supervisors and the Human Resources Department. Additional responsibilities will include ensuring a holistic, strengths-based, youth- and family-centered focus in all program services, establishing and maintaining collaborative relationships between the agency and Oneida County staff, systems of care leaders, SBC model consultants and other local providers and advocacy groups. This position will require a vast knowledge and understanding of trends in Oneida County and the child welfare field as a whole. The director will ensure that the program is meeting or exceeding the expectations and outcomes set forth by Oneida County and that all services are carried out in accordance with county and state requirements.

Supervisor of Preventive Case Planning: Under the supervision of the Director of Oneida Preventive Case Planning, this position is responsible for the oversight of all preventive case planning services and transportation supports. This includes training and supervising a team of up to six (6) preventive case planners, accepting and assigning referrals, working in conjunction with the program director and the AVP (as applicable), and other team members, to ensure that all services and corresponding documentation is completed in a timely and thorough manner and in accordance with Oneida County requirements. This position will attend and facilitate all service planning related meetings in conjunction with other team members, advise and support staff during crisis situations and ensure that youth are meeting their intended goals. Furthermore, this position is tasked with ensuring that services/supports including school, case workers, probation departments, family court, substance abuse providers, behavioral health providers, mental health providers, visitation, pre placement visits, medical care, and other ancillary services are engaged and connected with each youth and family, as appropriate.

Preventive Case Planner: Under the supervision of a Supervisor of Preventive Case Planning, this position is responsible for helping families achieve established permanency goals, through the provision of services that are inclusive of input of the youth, biological family/guardian, and all other stakeholders.



Case planners operate as the family's trusted go-to source for support and advocacy, as well as the liaison between the family, the county, and all service providers. This position must be skilled in understanding, identifying, and collaborating with community partners, and will work with the family to establish a social network, composed of both formal and informal supports. Preventive case planners respond to youth and families in crisis, utilize de-escalation techniques, and provide home-based stabilization. This position is responsible for completing timely, clear, and concise progress notes via CONNECTIONS, FASPs and other documentation as required or requested by Oneida County. Furthermore, the Preventive Case Planning program utilizes a "whatever it takes" approach, meaning that our case planners ensure that families receive whatever services are necessary to ensure the safety and well being of the family. This means providing transportation, support and assistance with attending critical appointments and engagements with various service providers.

## **E. Reporting, Evaluation and Quality Assurance**

### *I. Reporting and Documentation*

Cayuga Centers is committed to providing Oneida County with timely and detailed reports. This will allow for the sharing of pertinent information and will ensure that Oneida County remains informed of the on-going progress of each family in the Preventive Case Planning program. During program start-up, Cayuga Centers will work closely with Oneida County to finalize the methods that will be utilized to monitor compliance with services requirements. These may include, but will not be limited to, on-site reviews and the establishment of a formal weekly or monthly reporting system.

Preventive case planners will be responsible for completing required contract evaluations, and collecting program data regarding their assigned cases. This process will be overseen by the case planning supervisor. The supervisor will work with Oneida County Case Managers to ensure the accuracy and completeness of all required reporting. Cayuga Centers will compile data into monthly, quarterly, and annual reports, meeting the agreed upon requirements of the County. Likewise, the agency is committed to consistent communication with the County, as well as utilization of NYS's CONNECTIONS activity window for FASP transmission and case documentation. Cayuga Centers subscribes to all Oneida County and NYS reporting requirements, quality assurance requirements and deliverables. In the case that Oneida County would like additional data, Cayuga Centers can modify assessments and/or adjust the data collection process.

### *II. Model Oversight and Performance Management*

To ensure model fidelity to the SBC framework, Cayuga Centers will adhere to the model developer's training and oversight requirements. During the final training stage, the Field Practice and Certification Phase, all case information is tracked on an agency website provided by the model developer, and monthly reports are generated to demonstrate skill proficiency for each case planner. Once agency certification is achieved, the Cayuga Centers will assume the quality assurance process for the model.

The agency believes that the collection, analysis, and understanding of both qualitative and quantitative data is essential to understanding case-level and program-level impact on the families and communities we serve. Therefore, case planners will carefully track case data and information. In accordance with all Oneida County, State, and federal guidelines and expectations, this information will be used to analyze outcome achievement and will be available to the County at any time.

The overarching goals of this Preventive Case Planning program are to prevent children from entering care, to reduce the length of stay of children in placement, to reduce the number of children needing

re-placement, and to provide community oversight to high risk cases in order to monitor and ensure children's safety. Via the program model, these goals will be achieved through the following outcomes, which will be carefully tracked and monitored by program staff as well as the Continuous Quality Improvement department:

1. Outcome Measure: 66% of the participant Families will not have any substantiated reports of abuse/neglect while participating in services.
2. Outcome Measure: 66% of participant Families that have children both in the home and in out-of-home placement who are eligible for Mandated Preventive Services based on the Service Plan goal to return children home within six ( 6) months; will have their children returned to them within the specified six ( 6) month period.
3. Outcome Measure: 66% of the cases with existing Family Court orders will not have any new violations filed during the time the case remains open with the case planning.
4. Outcome Measure: 66% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.

Outcome tracking will occur on an ongoing basis to ensure that the desired impact of the program is being achieved for each family, with the ultimate goal of keeping families unified. Program staff, along with the guidance of the CQI department, will ensure that file reviews and documentation occur in a timely manner, and more importantly that the findings demonstrate high quality care and services. If findings indicate otherwise, CQI will work closely with program staff to put action plans into place to remedy the situation and ensure improved service delivery. CQI will closely monitor these action plans until the program has demonstrated improvement. File reviews also act to ensure the health and safety of all youth and families through demonstration of appropriate records of safeguards, training, and general compliance with client-data confidentiality.

### *III. Continuous Quality Improvement*

Cayuga Centers has a demonstrated commitment to dynamic data collection, analysis and evaluation for the purposes of ensuring model fidelity and ultimately the provision of highest quality services for those we serve. The mission of our internal CQI department, led by the Chief Quality Officer, is to establish a culture of excellence and continual improvement, to strengthen practice, and to improve the timeliness and quality of the service delivery system. With our focus on CQI over the past decade, Cayuga Centers recognizes the importance of program monitoring and translating data into program improvement and adaptation. Our fully staffed CQI department provides a centralized team that can ensure compliance; facilitate data collection, management, and reporting; and communicate findings to the appropriate internal and external parties, most importantly the County.

The proposed Oneida County Preventive Case Planning program will adhere with Oneida County regulations, and will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state and local law. Program staff and CQI staff will work together to establish a monitoring framework that clearly defines program goals, appropriate indicators for tracking success, and necessary data sources for collecting information on the identified indicators. The program team will work closely with both our internal CQI department and Oneida County to ensure timely and accurate reporting of data via the appropriate systems. This commitment to effective data usage and reporting is a reflection of our larger commitment to ensuring the provision of highest quality services to youth and families participating in our interventions. We value immensely the importance of data to inform programmatic decision making and to understand case-specific and program-wide outcomes.

Cayuga Centers holds the value that confidentiality of sensitive information is of the utmost importance. This includes protecting and respecting both physical and electronic data. The agency has various processes and procedures in place to ensure the confidentiality of this information. Cayuga Centers has dedicated files rooms that store hard copies of client files, personnel files, and financial files, that are maintained by dedicated staff. A strict sign-out policy is in place to ensure that file whereabouts are known at all times. As discharges occur from the program, files are reviewed for completeness and then transferred to be permanently stored in the agency's record storage location in Auburn, NY. All computerized case records and confidential material are stored on the agency's server that is encrypted with Security Groups set by Active Directory. The agency's computer server is located in a secure location with limited access. Cayuga Centers maintains state of the art firewall protection and the agency follows all local and federal guidelines when it comes to the destruction of both client and employee files. When destruction is required based on regulations, Cayuga Centers contracts with a destruction company and acquires a certification of destruction that is kept on file.

## **F. Conclusion**

Cayuga Centers has a long, successful history of providing preventive services to diverse populations, with an emphasis on providing culturally sensitive, trauma-informed, family-focused, and strengths-based interventions that assist families in improving their safety, well-being, and permanency outcomes. The agency believes that all individuals and families that we serve hold immense value and possibilities to thrive. Our expertise as a premier provider of preventive services in the nation and in NY State coupled with our extensive experience in Oneida County provide the foundation necessary to successfully assume case planning responsibilities for the county. The incorporation of evidence-informed-and-based models demonstrates the agency's commitment to best practice and innovation. Cayuga Centers looks forward to working in close collaboration with Oneida County to provide preventive case planning services that will prevent out of home placements, decrease the length of stays for youth in care, and reduce the risk of reentry into placement.

# Exhibit B

Cayuga Centers  
 Oneida County Preventive Case Planning Services  
 Department of Family and Community Services  
 RFP#: 2021 - 300

Year 1



Cases (at one time): 250

Expense Category				
<b>Personnel</b>	<b>Annual Salary</b>	<b>% Time (FTE)</b>	<b>Total Salary</b>	<b>Funding Request</b>
Vice President of Community Based Interventions	\$128,000.00	0.05	\$6,400.00	\$6,400.00
Assistant Vice President of the Mohawk Valley Region	\$84,000.00	0.25	\$21,000.00	\$21,000.00
Director of Oneida Preventive Case Planning	\$72,000.00	1.00	\$72,000.00	\$72,000.00
Supervisor of Preventive Case Planning	\$55,000.00	4.00	\$220,000.00	\$220,000.00
Preventive Case Planner	\$48,500.00	24.00	\$1,164,000.00	\$1,164,000.00
				<b>\$1,456,000.00</b>
Total Direct FTEs		29.00		
<b>Fringe Benefits</b>			<b>Total</b>	<b>Funding Request</b>
Social Security		7.65%	\$111,384.00	\$111,384.00
Health Insurance		15.00%	\$218,400.00	\$218,400.00
Dental Insurance		2.18%	\$31,740.80	\$31,740.80
401k		4.00%	\$58,240.00	\$58,240.00
NYS Disability Insurance		0.21%	\$3,057.60	\$3,057.60
Workers' Compensation		1.00%	\$14,560.00	\$14,560.00
Unemployment Insurance		1.96%	\$28,537.60	\$28,537.60
		32.00%	\$465,920.00	\$465,920.00
<b>OTPS Expenses</b>			<b>Total</b>	<b>Funding Request</b>
Mileage Reimbursement			\$145,406.00	\$145,406.00
Employee Misc. Expense (staff onboarding expenses)			\$4,350.00	\$4,350.00
Staff Development and Training			\$21,750.00	\$21,750.00
Consultant (Solution-Based Casework model training & oversight)			\$42,500.00	\$42,500.00
Rent			\$40,000.00	\$40,000.00
Utilities & Gas			\$6,000.00	\$6,000.00
Telephone (cellphone/mobile internet/oncall)			\$87,000.00	\$87,000.00
Translation Service			\$800.00	\$800.00
Repairs & Maintenance			\$4,000.00	\$4,000.00
Cleaning Expense			\$4,800.00	\$4,800.00
Computer & Software Expense			\$43,500.00	\$43,500.00
Equipment Leases (printer/copier/scanner)			\$3,000.00	\$3,000.00
Furniture Expense			\$34,800.00	\$34,800.00
Office Supplies			\$14,500.00	\$14,500.00
Postage			\$7,250.00	\$7,250.00
Insurance			\$31,900.00	\$31,900.00
				<b>\$491,556.00</b>
<b>Administrative Overhead</b>			<b>Total</b>	<b>Funding Request</b>
Overhead Allocated to Program		12%	\$289,617.12	\$289,617.12
				<b>\$289,617.12</b>
<b>Total Annualized Funding Request From Oneida County:</b>				<b>\$2,703,093</b>
Maximum Caseload at a Given Time:				250
Monthly Cost Proposed:				\$225,258
Anticipated Annual Local Share (19% with FFPSA):				\$513,588

Cayuga Centers  
 Oneida County Preventive Case Planning Services  
 Department of Family and Community Services  
 RFP#: 2021 - 300

Year 2



Cases (at one time): 250

Expense Category	Annual Salary (+ 3% COLA)	% Time (FTE)	Total Salary	Funding Request
<b>Personnel</b>				
Vice President of Community Based Interventions	\$131,840.00	0.05	\$6,592.00	\$6,592.00
Assistant Vice President of the Mohawk Valley Region	\$86,520.00	0.25	\$21,630.00	\$21,630.00
Director of Oneida Preventive Case Planning	\$74,160.00	1.00	\$74,160.00	\$74,160.00
Supervisor of Preventive Case Planning	\$56,650.00	4.00	\$226,600.00	\$226,600.00
Preventive Case Planner	\$49,955.00	24.00	\$1,198,920.00	\$1,198,920.00
				<b>\$1,499,680.00</b>
	<b>Total Direct FTEs</b>	<b>29.00</b>		
<b>Fringe Benefits</b>				
			<b>Total</b>	<b>Funding Request</b>
Social Security		7.65%	\$114,725.52	\$114,725.52
Health Insurance		15.00%	\$224,952.00	\$224,952.00
Dental Insurance		2.18%	\$32,693.02	\$32,693.02
401k		4.00%	\$59,987.20	\$59,987.20
NYS Disability Insurance		0.21%	\$3,149.33	\$3,149.33
Workers' Compensation		1.00%	\$14,996.80	\$14,996.80
Unemployment Insurance		1.96%	\$29,393.73	\$29,393.73
		<b>32.00%</b>	<b>\$479,897.60</b>	<b>\$479,897.60</b>
<b>OTPS Expenses</b>				
			<b>Total</b>	<b>Funding Request</b>
Mileage Reimbursement			\$145,406.00	\$145,406.00
Employee Misc. Expense (staff onboarding expenses)			\$1,305.00	\$1,305.00
Staff Development and Training			\$21,750.00	\$21,750.00
Consultant (Solution-Based Casework model training & oversight)			\$10,000.00	\$10,000.00
Consultant (Solution-Based Casework model training & oversight)			\$40,000.00	\$40,000.00
Rent			\$6,000.00	\$6,000.00
Utilities & Gas			\$87,000.00	\$87,000.00
Telephone (cellphone/mobile internet/oncall)			\$800.00	\$800.00
Translation Service			\$4,000.00	\$4,000.00
Repairs & Maintenance			\$4,800.00	\$4,800.00
Cleaning Expense			\$10,875.00	\$10,875.00
Computer & Software Expense			\$3,000.00	\$3,000.00
Equipment Leases (printer/copier/scanner)			\$8,700.00	\$8,700.00
Furniture Expense			\$14,500.00	\$14,500.00
Office Supplies			\$7,250.00	\$7,250.00
Postage			\$31,900.00	\$31,900.00
Insurance				\$397,286.00
			<b>Total</b>	<b>Funding Request</b>
<b>Administrative Overhead</b>				
Overhead Allocated to Program		12%	\$285,223.63	\$285,223.63
				<b>\$285,223.63</b>
<b>Total Annualized Funding Request From Oneida County:</b>				<b>\$2,662,087</b>
Maximum Caseload at a Given Time:				250
Monthly Cost Proposed:				\$221,841
Anticipated Annual Local Share (19% with FFPSA):				\$505,797

Cayuga Centers  
 Oneida County Preventive Case Planning Services  
 Department of Family and Community Services  
 RFP#: 2021 - 300

Year 3



Cases (at one time): 250

Expense Category	Annual Salary (+ 3% COLA)	% Time (FTE)	Total Salary	Funding Request
<b>Personnel</b>				
Vice President of Community Based Interventions	\$135,680.00	0.05	\$6,784.00	\$6,784.00
Assistant Vice President of the Mohawk Valley Region	\$89,040.00	0.25	\$22,260.00	\$22,260.00
Director of Oneida Preventive Case Planning	\$76,320.00	1.00	\$76,320.00	\$76,320.00
Supervisor of Preventive Case Planning	\$58,300.00	4.00	\$233,200.00	\$233,200.00
Preventive Case Planner	\$51,410.00	24.00	\$1,233,840.00	\$1,233,840.00
				<b>\$1,543,360.00</b>
Total Direct FTEs		29.00		
<b>Fringe Benefits</b>				
Social Security		7.65%	\$118,067.04	\$118,067.04
Health Insurance		15.00%	\$231,504.00	\$231,504.00
Dental Insurance		2.18%	\$33,645.25	\$33,645.25
401k		4.00%	\$61,734.40	\$61,734.40
NYS Disability Insurance		0.21%	\$3,241.06	\$3,241.06
Workers' Compensation		1.00%	\$15,433.60	\$15,433.60
Unemployment Insurance		1.96%	\$30,249.86	\$30,249.86
		32.00%	\$493,875.20	\$493,875.20
<b>OTPS Expenses</b>				
Mileage Reimbursement			\$145,406.00	\$145,406.00
Employee Misc. Expense (staff onboarding expenses)			\$1,305.00	\$1,305.00
Staff Development and Training			\$21,750.00	\$21,750.00
Consultant (Solution-Based Casework model training & oversight)			\$10,000.00	\$10,000.00
Rent			\$40,000.00	\$40,000.00
Utilities & Gas			\$6,000.00	\$6,000.00
Telephone (cellphone/mobile internet/oncall)			\$87,000.00	\$87,000.00
Translation Service			\$800.00	\$800.00
Repairs & Maintenance			\$4,000.00	\$4,000.00
Cleaning Expense			\$4,800.00	\$4,800.00
Computer & Software Expense			\$10,875.00	\$10,875.00
Equipment Leases (printer/copier/scanner)			\$3,000.00	\$3,000.00
Furniture Expense			\$8,700.00	\$8,700.00
Office Supplies			\$14,500.00	\$14,500.00
Postage			\$7,250.00	\$7,250.00
Insurance			\$31,900.00	\$31,900.00
				<b>\$397,286.00</b>
<b>Administrative Overhead</b>				
Overhead Allocated to Program		12%	\$292,142.54	\$292,142.54
				<b>\$292,142.54</b>
<b>Total Annualized Funding Request From Oneida County:</b>				<b>\$2,726,664</b>
Maximum Caseload at a Given Time:				250
Monthly Cost Proposed:				\$227,222
Anticipated Annual Local Share (19% with FFPSA):				\$518,066

Cayuga Centers  
 Oneida County Preventive Case Planning Services  
 Department of Family and Community Services  
 RFP#: 2021 - 300

Year 4



Cases (at one time): 250

Expense Category	Annual Salary (+ 3% COLA)	% Time (FTE)	Total Salary	Funding Request
<b>Personnel</b>				
Vice President of Community Based Interventions	\$139,520.00	0.05	\$6,976.00	\$6,976.00
Assistant Vice President of the Mohawk Valley Region	\$91,560.00	0.25	\$22,890.00	\$22,890.00
Director of Oneida Preventive Case Planning	\$78,480.00	1.00	\$78,480.00	\$78,480.00
Supervisor of Preventive Case Planning	\$59,950.00	4.00	\$239,800.00	\$239,800.00
Preventive Case Planner	\$52,865.00	24.00	\$1,268,760.00	\$1,268,760.00
Total Direct FTEs		29.00		
<b>Fringe Benefits</b>			<b>Total</b>	<b>Funding Request</b>
Social Security		7.65%	\$121,408.56	\$121,408.56
Health Insurance		15.00%	\$238,056.00	\$238,056.00
Dental Insurance		2.18%	\$34,597.47	\$34,597.47
401k		4.00%	\$63,481.60	\$63,481.60
NYS Disability Insurance		0.21%	\$3,332.78	\$3,332.78
Workers' Compensation		1.00%	\$15,870.40	\$15,870.40
Unemployment Insurance		1.96%	\$31,105.98	\$31,105.98
		32.00%	\$507,852.80	\$507,852.80
<b>OTPS Expenses</b>			<b>Total</b>	<b>Funding Request</b>
Mileage Reimbursement			\$145,406.00	\$145,406.00
Employee Misc. Expense (staff onboarding expenses)			\$1,305.00	\$1,305.00
Staff Development and Training			\$21,750.00	\$21,750.00
Consultant (Solution-Based Casework model training & oversight)			\$10,000.00	\$10,000.00
Rent			\$40,000.00	\$40,000.00
Utilities & Gas			\$6,000.00	\$6,000.00
Telephone (cellphone/mobile internet/oncall)			\$87,000.00	\$87,000.00
Translation Service			\$800.00	\$800.00
Repairs & Maintenance			\$4,000.00	\$4,000.00
Cleaning Expense			\$4,800.00	\$4,800.00
Computer & Software Expense			\$10,875.00	\$10,875.00
Equipment Leases (printer/copier/scanner)			\$3,000.00	\$3,000.00
Furniture Expense			\$8,700.00	\$8,700.00
Office Supplies			\$14,500.00	\$14,500.00
Postage			\$7,250.00	\$7,250.00
Insurance			\$31,900.00	\$31,900.00
				\$397,286.00
<b>Administrative Overhead</b>			<b>Total</b>	<b>Funding Request</b>
Overhead Allocated to Program		12%	\$299,061.46	\$299,061.46
				\$299,061.46
<b>Total Annualized Funding Request From Oneida County:</b>				<b>\$2,791,240</b>
Maximum Caseload at a Given Time:				250
Monthly Cost Proposed:				\$232,603
Anticipated Annual Local Share (19% with FFPSA):				\$530,336

Cayuga Centers  
 Oneida County Preventive Case Planning Services  
 Department of Family and Community Services  
 RFP#: 2021 - 300

Year 5

Cases (at one time): 250



Expense Category	Annual Salary (+ 3% COLA)	% Time (FTE)	Total Salary	Funding Request
<b>Personnel</b>				
Vice President of Community Based Interventions	\$143,360.00	0.05	\$7,168.00	\$7,168.00
Assistant Vice President of the Mohawk Valley Region	\$94,080.00	0.25	\$23,520.00	\$23,520.00
Director of Oneida Preventive Case Planning	\$80,640.00	1.00	\$80,640.00	\$80,640.00
Supervisor of Preventive Case Planning	\$61,600.00	4.00	\$246,400.00	\$246,400.00
Preventive Case Planner	\$54,320.00	24.00	\$1,303,680.00	\$1,303,680.00
				<b>\$1,630,720.00</b>
Total Direct FTEs	29.00			
<b>Fringe Benefits</b>			<b>Total</b>	<b>Funding Request</b>
Social Security		7.65%	\$124,750.08	\$124,750.08
Health Insurance		15.00%	\$244,608.00	\$244,608.00
Dental Insurance		2.18%	\$35,549.70	\$35,549.70
401k		4.00%	\$65,228.80	\$65,228.80
NYS Disability Insurance		0.21%	\$3,424.51	\$3,424.51
Workers' Compensation		1.00%	\$16,307.20	\$16,307.20
Unemployment Insurance		1.96%	\$31,962.11	\$31,962.11
		32.00%	\$521,830.40	\$521,830.40
<b>OTPS Expenses</b>			<b>Total</b>	<b>Funding Request</b>
Mileage Reimbursement			\$145,406.00	\$145,406.00
Employee Misc. Expense (staff onboarding expenses)			\$1,305.00	\$1,305.00
Staff Development and Training			\$21,750.00	\$21,750.00
Consultant (Solution-Based Casework model training & oversight)			\$10,000.00	\$10,000.00
Rent			\$40,000.00	\$40,000.00
Utilities & Gas			\$6,000.00	\$6,000.00
Telephone (cellphone/mobile internet/oncall)			\$87,000.00	\$87,000.00
Translation Service			\$800.00	\$800.00
Repairs & Maintenance			\$4,000.00	\$4,000.00
Cleaning Expense			\$4,800.00	\$4,800.00
Computer & Software Expense			\$10,875.00	\$10,875.00
Equipment Leases (printer/copier/scanner)			\$3,000.00	\$3,000.00
Furniture Expense			\$8,700.00	\$8,700.00
Office Supplies			\$14,500.00	\$14,500.00
Postage			\$7,250.00	\$7,250.00
Insurance			\$31,900.00	\$31,900.00
				<b>\$397,286.00</b>
<b>Administrative Overhead</b>			<b>Total</b>	<b>Funding Request</b>
Overhead Allocated to Program		12%	\$305,980.37	\$305,980.37
				<b>\$305,980.37</b>
<b>Total Annualized Funding Request From Oneida County:</b>				<b>\$2,855,817</b>
Maximum Caseload at a Given Time:				250
Monthly Cost Proposed:				\$237,985
Anticipated Annual Local Share (19% with FFPSA):				\$542,605



**Oneida County Department of Social Services  
Contractor and Contract Staff**

**Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of Cayuga Home for Children dba Cayuga Centers  
Name of Contract Agency

"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

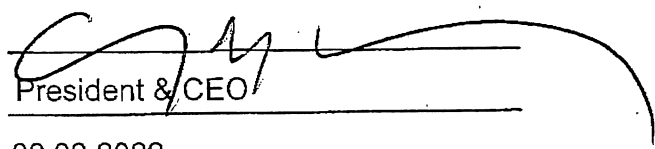
I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Edward Myers Hayes

Signature: 

Title: President & CEO

Date: 02.09.2022

Witness: Gricel Davis, Executive Assistant 

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

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

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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



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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Anthony J. Picente Jr  
County Executive

Colleen Fahy-Box  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

Youth Bureau

County Office Building 800 Park Avenue Utica, NY 13501

Phone: (315) 793-6096 Fax: (315) 798-6438

02/28/2022

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

FN 20 22-118

HEALTH & HUMAN SERVICES

Dear County Executive:

**WAYS & MEANS**

The County of Oneida Youth Bureau was awarded funding from New York State Department of Children and Family Services in the amount of \$250,000. This grant was approved by the Board of Legislators on Wednesday, December 22, 2021 with resolution #329. Unfortunately, no budgetary items were included in the resolution so there is no way to spend the funds at this moment.

Outside agencies have already incurred expenses and are seeking reimbursement. I therefore respectfully request you submit this legislation to the Board of Legislators for their approval of the following 2022 supplemental appropriation for the General Fund:

The funding will be used as follows:

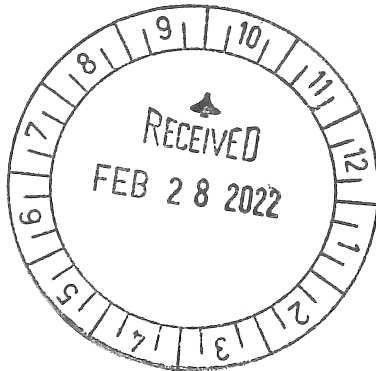
<u>Account #</u>	<u>Description</u>	<u>Amount</u>
A8830.49558	Gun Violence Prevention	\$ 250,000

This supplemental appropriations will be fully funded by:

A8830 – A3820.1	NYS – Gun Violence Grant	\$ 250,000
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Respectfully submitted,

Kevin M. Green  
Youth Bureau Director



Reviewed and Approved for submission to  
Oneida County Board of Legislators

Anthony J. Picente, Jr.  
County Executive

Date 2-28-22



**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

December 16, 2021

Hon. 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 22-119

**PUBLIC WORKS**  
WAYS & MEANS

**Re: Oneida County Soil and Water Conservation District  
Agreement for 2022 Budget Appropriation**


Dear County Executive Picente:

Please find enclosed, for your review and consideration, the agreement for the 2022 budget appropriation between the County and the Oneida County Soil and Water Conservation District.

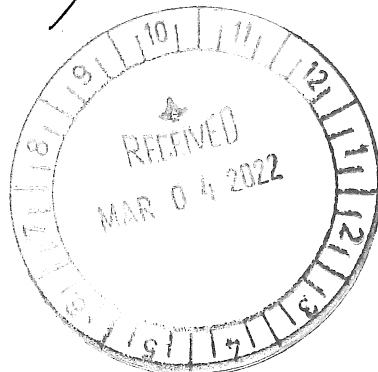
The agreement proposes to provide \$155,000.00 in funding to the Oneida County Soil and Water Conservation District, in accordance with the 2022 County budget.

If the enclosed meets with your approval, I respectfully request that you execute the same. Should you have any questions or concerns, or should you require any additional information, please do not hesitate to contact me.

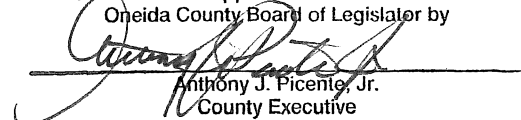
Sincerely,

  
Peter M. Rayhill

Enclosures



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

  
Anthony J. Picente, Jr.  
County Executive  
Date 3-4-22

**Oneida Co. Department: Budget**

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Oneida County Soil and Water Conservation District  
121 Second Street  
Oriskany, New York 13424

**Title of Activity or Service:** 2022 Budget Appropriation

**Proposed Dates of Operation:** January 1, 2022 – December 31, 2022

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

**Summary Statements**

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

Yearly appropriation approved in the 2022 Budget per BOL Resolution No. 290 of 2021.

**2) Program/Service Objectives and Outcomes:** as shown on Exhibit A

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

**Total Funding Requested:** \$155,000.00

**Account # A8730.495**

**Oneida County Dept. Funding Recommendation:** \$155,000.00

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

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

**Past Performance Data:** N/A

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

**Mandated/Not Mandated:** Not mandated

## AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York (hereinafter the "County"), and the Oneida County Soil and Water Conservation District, a Soil and Water Conservation District, organized and existing pursuant to the New York State Soil and Water Conservation Districts Law, with its principal office located at 121 Second Street, Oriskany, New York (hereinafter the "District").

**WHEREAS**, the District sponsors activities and provides assistance to residents of the Oneida County that contribute to and promote, the conservation and/or preservation of soil, water, plant, forest, wildlife, and other agricultural and natural resources, and

**WHEREAS**, the County deems it desirable to appropriate a sum of money to help finance such activities.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereafter set forth, and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree, as follows:

1. The District agrees to sponsor activities and provide services to the residents of Oneida County, as more particularly set forth in **Exhibit A**, which is attached hereto and made a part hereof.

2. For the services provided by the District, pursuant to the terms hereof, the County agrees to pay to the District the sum of One Hundred Fifty-Five Thousand and 00/100 Dollars (\$155,000.00), which shall be used to finance the activities and services, and payable to the District as follows: one-quarter (1/4) of the appropriation amount (\$38,750.00) payable on or about January 1, 2022; one-quarter (1/4) of the appropriation amount (\$38,750.00) payable on or about April 1, 2022; one-quarter (1/4) of the appropriation amount (\$38,150.00) payable on or about July 1, 2022; and the final one-quarter (1/4) payment (\$38,750.00) payable on or about October 1, 2022. Such payments shall be made by the County after receipt of vouchers presented by the District on forms prescribed by the County, and after audit and approval by the County Department of Audit and Control, and the County Comptroller.

3. The District agrees to submit a financial report covering its latest completed fiscal year, prepared in accordance with generally accepted accounting procedures and principles for not-for-profit organizations, and in full compliance with state and federal, laws and regulations. Such report shall be submitted to the County Comptroller prior to this Agreement being executed or funds being dispersed. The District further agrees to submit a complete line-item budget for

the year 2022 to the County Comptroller prior to this Agreement being signed or funds dispersed. Representatives of the County shall have the right to examine the books and records of the District at any reasonable time during any business day on reasonable notice given to the Chairman, Treasurer or Executive Director, of the District.

4. The District acknowledges, covenants and agrees, that officers, agents, directors and employees of the District, in accordance with the status of the District as an independent contractor, covenant and agree that they will conduct themselves consistent with such status; that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof, and they will not by reason thereof, make any claim, demand or application to, or for, any right or privilege applicable to an officer or employee of the County, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

5. This Agreement shall not be assigned or sublet by the District without the written consent of the County.

6. This Agreement is in accordance with Oneida County Board of Legislators Resolution No. 290 of 2021, and Sections 223 and 225 of the County Law of the State of New York.

7. The District shall defend, indemnify and hold harmless, the County and its officers, agents and employees, from any and all liability, claim, loss, damage, demand, cause of action and/or judgment, including reasonable attorney's fees, arising out of any and all injuries to persons or property, of whatever kind or nature, that may arise as a result of this Agreement and/or the performance provided for in this Agreement.

8. The District shall, upon receipt of any and all of the payments from the County, deposit said payments in a separate account so that local use of County funds may be identified and evaluated. On or before December 31, 2022, the District shall render to the County Comptroller a verified account of any and all disbursements made from County funds, with attached verified or certified vouchers, and shall refund any unused funds to the County.

9. The District represents, warrants and covenants, that it is a Soil and Water Conservation District, organized and existing pursuant to the New York State Soil and Water Conservation Districts Law, and has the authority to enter into this Agreement.

10. This Agreement shall be governed by and construed in accordance with, the laws of the State of New York.

11. This Agreement may not be altered, amended, changed, modified, waived or terminated in any respect or particular, unless the same shall be in writing signed by the party to

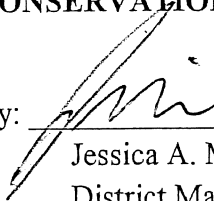
be bound. No waiver by the County of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

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

**COUNTY OF ONEIDA**

**ONEIDA COUNTY SOIL AND WATER  
CONSERVATION DISTRICT**

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

By:  \_\_\_\_\_  
Jessica A. McLaughlin  
District Manager

Approved

By: \_\_\_\_\_  
Assistant County Attorney

# Exhibit A

## ONEIDA COUNTY SOIL & WATER CONSERVATION DISTRICT 2022 ANNUAL PLAN OF WORK

### HISTORY

The Oneida County Soil and Water Conservation District was established by resolution of the Oneida County Board of Supervisors on December 6, 1940. It was officially organized on March 1, 1941. The District has been in operation since this time with its programs and activities being developed by a seven-member Board of Directors.

### LOCATION AND PHYSIOGRAPHY

Oneida County is situated in Central New York and includes portions of the Mohawk River Valley and the Adirondack Park. The County has 785,280 acres of land area and includes four major river basins. Prime farmland is almost exclusively limited to central and southern parts of the county, and it is these areas that are most heavily utilized for agriculture. The topography is highly variable in terms of elevation and slope due to glacial action and water induced erosion.

### MISSION STATEMENT

To provide leadership in the development, wise use and management of soil, water and related resources in a way that will restore, enhance, protect and maintain their quality and quantity for the benefit of Oneida County and its residents.

*This mission will be accomplished by:*

1. Developing and maintaining current inventories and analyses of the quantity, quality and condition of soil, water and related resources.
2. Providing the necessary information and assistance for effective decision making by land users, groups, and units of Governments.
3. Utilizing available resources to apply needed measures to identified target areas for the conservation of soil and water.

### DISTRICT OBJECTIVES FOR 2022

#### I. WATER QUALITY OBJECTIVES:

Pollution from non-point discharges are a potential source of contamination in Oneida County's water resources. Groundwater quality is also threatened by a wide range of non-point pollution sources. In an effort to help find solutions to preventing water pollution, the Oneida County SWCD has developed a water quality action plan.



## II. INFORMATION AND EDUCATION:

- A. **Website and News Articles:** The District will promote soil and water conservation and District programs through the District Website and through articles in local newspapers, Cornell Cooperative Extension News and other media.
- B. **Land Classification:** The District will assist landowners applying for an Agricultural Value Assessment by providing soil information and productivity index to the assessors and hold assessors meeting in accordance with District Law.
- C. **Tours:** The District will encourage the coordination of a tour to exhibit conservation practices in Oneida County and encourage the participation of cooperating agencies, landowners, county legislators, schools and others.
- D. **State Fair:** The District will participate in this annual event by cooperating with the NYSCDEA to provide a suitable display on natural resources conservation.
- E. **Contractors Meeting:** The District, in cooperation with other agencies, will sponsor a Contractor's Meeting to update county contractors on procedure, scheduling, and specifications involved with conservation practices. The District will also inform local contractors on the requirements of new and existing construction activities permits required by the NYS Department of Environmental Conservation.
- F. **Long Range Plan:** The District will revise and update the Long Range Plan in view of the conservation concerns of the County.
- G. **Reviewing Programs:** The District will review and provide general information to programs and developments related to water quality and soil conservation in:
  - 1. Subdivision Reviews
  - 2. Sediment Erosion Control Plans
  - 3. Activities of regional, county or municipal planning boards
  - 4. Flood Control Projects and Flood Mitigation Planning
  - 5. Agricultural Compliant Investigations
  - 6. Local Farm Shows
  - 7. Conservation Education Field Days
  - 8. County FEMA Hazard Mitigation Plan

#### IV. DISTRICT PROGRAMS:

A. Agricultural Environmental Management (AEM) is a New York legislated program, under the direction of the NYS Soil & Water Conservation Committee, establishing a coordinated framework for farms to protect and enhance the environment while maintaining their economic viability. The District's AEM Year 17 Annual Action Plan details AEM planning and implementation goals as well as Priority Watersheds.

B. Community Environmental Management (CEM) is a toolbox of educational assessments, technical assistance and planning tools designed to assist local communities. The program is designed to address environmental concerns including nonpoint source pollution, natural resource degradation and drinking water supply protection in local communities. CEM is carried out in a phased approach similar to its agricultural counterpart AEM (Agricultural Environmental Management). Phase I includes a survey of the community's environmental concerns. Phase II includes the completion of Environmental Assessment Worksheets.

C. The District will provide technical assistance for Stormwater Management Programs for the 17 municipalities affected by the NYS DEC SPDES permit requirements for Phase II of EPA's Stormwater Regulations. The Phase II Final Rule, published in the Federal Register on December 8, 1999, requires permit coverage for storm water discharges from certain regulated Small municipal separate storm sewer systems (MS4s) and Construction activity disturbing between 1 and 5 acres of land (i.e., small construction activities).

D. The District will continue to collaborate with the Oneida County Farmland Protection Board and provide information about comprehensive nutrient management planning activity.

E. The District will implement the following projects contracted through the various funding sources:

1.) Phase III Mohawk River Watershed Stream Stabilization Plan Implementation/  
Mohawk River Sediment and Debris Management Plan

- Oneida Street Culvert rightsizing and Stream Stabilization
- Whitaker Road Culvert Replacement

2.) Oneida County Stream Management Program

- Oriskany Creek Stream Stabilization Project
- Mohawk River Stream Stabilization Project
- Sauquoit Creek Stream Stabilization Project

F. The District will encourage cooperating agencies, county government officials, the general public, and others to attend regular monthly meetings to inform and be informed on each agency's programs and activities.

G. The District will endeavor to have at least one Director or representative of the District attend the State, Area, Division, and Regional soil and water conservation meetings and other meetings of importance. In this manner the District Staff and Board of Directors will be updated on current events and issues in the field of soil and water conservation.

H. The District will have a representative, Staff or Board Member, attend at least two County Legislator Meetings annually to keep local government and funding agencies informed on important issues, changes, activities and programs of the District.

#### **VI. SERVICE AND FUNDING:**

In support of this agreement the Oneida County Soil & Water Conservation District shall provide qualified technical personnel to address natural resource opportunities. However, all county programs and projects which require Professional Engineering design and approval services, as defined by Section 7211 and 7212 of Article 145 of the New York State Education Law, shall not be subject to this agreement.



# Exhibit A

# ONEIDA COUNTY SOIL & WATER CONSERVATION DISTRICT 2022 ANNUAL PLAN OF WORK

## HISTORY

The Oneida County Soil and Water Conservation District was established by resolution of the Oneida County Board of Supervisors on December 6, 1940. It was officially organized on March 1, 1941. The District has been in operation since this time with its programs and activities being developed by a seven-member Board of Directors.

## LOCATION AND PHYSIOGRAPHY

Oneida County is situated in Central New York and includes portions of the Mohawk River Valley and the Adirondack Park. The County has 785,280 acres of land area and includes four major river basins. Prime farmland is almost exclusively limited to central and southern parts of the county, and it is these areas that are most heavily utilized for agriculture. The topography is highly variable in terms of elevation and slope due to glacial action and water induced erosion.

## MISSION STATEMENT

To provide leadership in the development, wise use and management of soil, water and related resources in a way that will restore, enhance, protect and maintain their quality and quantity for the benefit of Oneida County and its residents.

### *This mission will be accomplished by:*

1. Developing and maintaining current inventories and analyses of the quantity, quality and condition of soil, water and related resources.
2. Providing the necessary information and assistance for effective decision making by land users, groups, and units of Governments.
3. Utilizing available resources to apply needed measures to identified target areas for the conservation of soil and water.

## DISTRICT OBJECTIVES FOR 2022

### I. WATER QUALITY OBJECTIVES:

Pollution from non-point discharges are a potential source of contamination in Oneida County's water resources. Groundwater quality is also threatened by a wide range of non-point pollution sources. In an effort to help find solutions to preventing water pollution, the Oneida County SWCD has developed a water quality action plan.

Since solutions to non-point source pollution affects the public at large, support for local action requires a well-informed public that recognizes the existence of a problem and the need to take action:

- A. Continue to review watershed assessments in a way that is consistent with the NYS Agricultural Environment Management (AEM) program. These assessments will examine impacted waterbodies and the potential sources of degradation to waters using the Three Barrier Approach. The District will be implementing its AEM strategic plan which proposes to assess every farm in Oneida County within five years. Along with working readily with CAFO Farms within Oneida County.
- B. Report to the Oneida County SWCD Board of Directors along with other county agencies and organizations on the results of the assessments. This information will be used to, prioritize implementation project.
- C. The District continues to focus it's Agricultural Best Management Practices implementation efforts in the Hudson – Mohawk and Oneida Lake Watersheds. We are continuing in-depth inventory/analysis of these watersheds to determine sources of non-point pollution.
- D. Continue participation in the Mohawk River Watershed Coalition of Conservation Districts to address identified water quality concerns in the Mohawk River Watersheds. The District will work cooperatively with neighboring Counties other agencies/ organizations in development and implementation of the Mohawk River Watershed Management Plan and Mohawk Watershed Sediment and Debris Reduction Plan.
- E. Continue to provide technical assistance to Municipalities for Community Environmental Management (CEM) and other natural resource management issues.
- F. Continue to provide technical assistance to Oneida County municipalities that are regulated by Phase II of the EPA Stormwater rule. These municipalities are required to develop and implement local Stormwater Management Programs.
- G. Continue to provide technical assistance for the New York State Construction Activities Permit. This permit is required for all construction activities or soil disturbances over 1 acre. Site operators are required to develop and implement an Erosion & Sediment control plan. The District will continue to provide construction site inspections as deemed necessary by NYSDEC.

## II. INFORMATION AND EDUCATION:

- A. **Website and News Articles:** The District will promote soil and water conservation and District programs through the District Website and through articles in local newspapers, Cornell Cooperative Extension News and other media.
- B. **Land Classification:** The District will assist landowners applying for an Agricultural Value Assessment by providing soil information and productivity index to the assessors and hold assessors meeting in accordance with District Law.
- C. **Tours:** The District will encourage the coordination of a tour to exhibit conservation practices in Oneida County and encourage the participation of cooperating agencies, landowners, county legislators, schools and others.
- D. **State Fair:** The District will participate in this annual event by cooperating with the NYCDEA to provide a suitable display on natural resources conservation.
- E. **Contractors Meeting:** The District, in cooperation with other agencies, will sponsor a Contractor's Meeting to update county contractors on procedure, scheduling, and specifications involved with conservation practices. The District will also inform local contractors on the requirements of new and existing construction activities permits required by the NYS Department of Environmental Conservation.
- F. **Long Range Plan:** The District will revise and update the Long Range Plan in view of the conservation concerns of the County.
- G. **Reviewing Programs:** The District will review and provide general information to programs and developments related to water quality and soil conservation in:
  - 1. Subdivision Reviews
  - 2. Sediment Erosion Control Plans
  - 3. Activities of regional, county or municipal planning boards
  - 4. Flood Control Projects and Flood Mitigation Planning
  - 5. Agricultural Compliant Investigations
  - 6. Local Farm Shows
  - 7. Conservation Education Field Days
  - 8. County FEMA Hazard Mitigation Plan



### III. DISTRICT OPERATIONS:

A. Yearly Audit: The Oneida County Board of Directors will perform a yearly audit of 2021 financial records in February 2022. The District's Annual Operations Budget will be approved in January 2022 Board Meeting.

B. Employee Evaluations: In December of 2021, the District Manager will complete a yearly employee performance evaluation for all employees. The Board of Directors shall complete a yearly evaluation for the District Manager in December 2021.

C. Director & Employee Training: Employees will be encouraged to attend pertinent training opportunities. Employees will attend the Annual Water Quality Symposium sponsored by the NYSCDEA & NYSSWCC if appropriate sessions are available. All Director and Employee training plans will be reviewed and updated annually.

D. Conduct Regular Board Meetings: The District will hold monthly Board Meetings on the third Tuesday, at 7 pm, at the District Office.

E. Conduct an Annual Organizational Meeting: At the January 2022 Board Meeting the District Board will have an organizational meeting to review and adopt official policies for procurement, personnel and finances.

F. Risk Assessments: The District Board & Staff will have a Risk Management discussion on the items outlined in the Risk Management Matrix of our organizational meeting in January 2022.

#### IV. DISTRICT PROGRAMS:

A. Agricultural Environmental Management (AEM) is a New York legislated program, under the direction of the NYS Soil & Water Conservation Committee, establishing a coordinated framework for farms to protect and enhance the environment while maintaining their economic viability. The District's AEM Year 17 Annual Action Plan details AEM planning and implementation goals as well as Priority Watersheds.

B. Community Environmental Management (CEM) is a toolbox of educational assessments, technical assistance and planning tools designed to assist local communities. The program is designed to address environmental concerns including nonpoint source pollution, natural resource degradation and drinking water supply protection in local communities. CEM is carried out in a phased approach similar to its agricultural counterpart AEM (Agricultural Environmental Management). Phase I includes a survey of the community's environmental concerns. Phase II includes the completion of Environmental Assessment Worksheets.

C. The District will provide technical assistance for Stormwater Management Programs for the 17 municipalities affected by the NYS DEC SPDES permit requirements for Phase II of EPA's Stormwater Regulations. The Phase II Final Rule, published in the Federal Register on December 8, 1999, requires permit coverage for storm water discharges from certain regulated Small municipal separate storm sewer systems (MS4s) and Construction activity disturbing between 1 and 5 acres of land (i.e., small construction activities).

D. The District will continue to collaborate with the Oneida County Farmland Protection Board and provide information about comprehensive nutrient management planning activity.

E. The District will implement the following projects contracted through the various funding sources:

1.) Phase III Mohawk River Watershed Stream Stabilization Plan Implementation/  
Mohawk River Sediment and Debris Management Plan

- Oneida Street Culvert rightsizing and Stream Stabilization
- Whitaker Road Culvert Replacement

2.) Oneida County Stream Management Program

- Oriskany Creek Stream Stabilization Project
- Mohawk River Stream Stabilization Project
- Sauquoit Creek Stream Stabilization Project

G. The District will continue its agreement with the Finger Lakes- Lake Ontario Watershed Protection Alliance to perform various Non-point source pollution control measures such as: installing Agricultural Best Management Practices, Forestry Management Planning and Natural Resources Database development.

## V. COOPERATION WITH OTHER AGENCIES:

A. Natural Resources Conservation Service: The District and NRCS will work Together to inform and assist the landowners of Oneida County with participating in the Farm & Ranch Land Rural Investment Act of 2012 (Farm Bill programs).

B. Farm Service Agency: The District will assist this agency by providing technical assistance for the Conservation Reserve Enhancement Program.

C. New York State Department of Environment Conservation: The District will supply soils information as requested for the planting of trees and arrange for transporting of trees and shrubs from the NYS DEC Saratoga Nursery to the District Office as service to cooperators of the District and landowners of Oneida County participating in this program. The District will also assist subdivisions of this agency (i.e. Fish and Wildlife) with any soils or applicable conservation practice information. The District will use information from this agency and cooperate with them on proper construction procedures for structures within streams and other bodies of water.

D. The District will support the following agencies in accordance with Memorandums of Understanding between the District and the Agency:

- USDA Natural Resources Conservation Service
- USDA Farm Service Agency
- NYS Department of Environmental Conservation
- Oneida County Planning Department
- Oneida County Department of Health
- Oneida County Department of Public Works
- Oneida County Farmland Protection Board

The Annual Plan of Work and Memorandums of Understanding will be reviewed quarterly with each agency and the District will make any recommendations to an appropriate representative of the agency.

E. The District will encourage a member or a representative of the NYS Soil and Water Conservation Committee to attend at least one monthly meeting each year to provide the District with information on and a working knowledge of state and federal legislation which may be useful to the District.

F. The District will encourage cooperating agencies, county government officials, the general public, and others to attend regular monthly meetings to inform and be informed on each agency's programs and activities.

G. The District will endeavor to have at least one Director or representative of the District attend the State, Area, Division, and Regional soil and water conservation meetings and other meetings of importance. In this manner the District Staff and Board of Directors will be updated on current events and issues in the field of soil and water conservation.

H. The District will have a representative, Staff or Board Member, attend at least two County Legislator Meetings annually to keep local government and funding agencies informed on important issues, changes, activities and programs of the District.

#### **VI. SERVICE AND FUNDING:**

In support of this agreement the Oneida County Soil & Water Conservation District shall provide qualified technical personnel to address natural resource opportunities. However, all county programs and projects which require Professional Engineering design and approval services, as defined by Section 7211 and 7212 of Article 145 of the New York State Education Law, shall not be subject to this agreement.



ONEICOU-01

JMURSZEWSKI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):

2/9/2022

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

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

PRODUCER License # 1009544 Lawley, LLC 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: Sarah Weir PHONE (A/C, No, Ext): (716) 636-5822 5822 E-MAIL ADDRESS: sweir@lawleyinsurance.com	FAX (A/C, No): (716) 849-8291
	INSURER(S) AFFORDING COVERAGE	
INSURED  Oneida County Soil and Water Conservation District 121 Second St Oriskany, NY 13424	INSURER A: Central Mutual Insurance Co	20230
	INSURER B: GuideOne National Insurance Co	14167
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		CLP 9898318	2/17/2022	2/17/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9898319	2/17/2022	2/17/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXS 9898320	2/17/2022	2/17/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							PER STATUTE	OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Professional Liabili			ENV562004320-01	2/17/2022	2/17/2023	Each Claim	1,000,000
B	Professional Liabili			ENV562004320-01	2/17/2022	2/17/2023	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 County of Oneida is included as Additional Insured on a Primary and Non-Contributory basis, where its interest may appear with regards to the General Liability, when required by written executed Agreement.

## CERTIFICATE HOLDER

## CANCELLATION

County of Oneida  
 800 Park Avenue  
 Utica, NY 13501

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

AUTHORIZED REPRESENTATIVE



## ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
315-798-5742 ♦ Fax: 315-798-6425

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

PETER M. RAYHILL  
COUNTY ATTORNEY

February 24, 2022

Jessica A. McLaughlin, District Manager  
Oneida County Soil and Water Conservation District  
121 Second Street  
Oriskany, New York 13424

RE: Oneida County Appropriation Agreement 2022

Dear Ms. McLaughlin:

Thank you for providing the financial documentation that I requested. I have forwarded the same to the Oneida County Comptroller as per the requirements of the Appropriation Agreement.

Enclosed for your review and signature, please find a copy of the 2022 Appropriation Agreement. Kindly sign the same where indicated and return to me at the address above. A copy of the fully executed agreement will be provided to you as soon as it is signed by the County Executive.

Please feel free to contact me with any questions.

Thank you for your attention to this matter.

Very truly yours,

Renée A. Elwell

Enclosure

New York State Soil and Water Conservation Committee  
10B Airline Drive  
Albany, New York 12235



**Soil and Water  
Conservation  
Committee**

**Annual Report of the Treasurer**

**of the**

**Oneida**

**County Soil and Water Conservation District**

**in the**

**County of**

**Oneida**

**For the Year Ended December 31, 2021**

***Please fill in the blue shaded box only.***

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SUMMARY OF CHANGES IN FUND BALANCE

* Beginning Fund Balance	\$ 167,574.25
Plus: Total Revenues (See page 3)	743,696.12
Sub Total	911,270.37
Minus: Total Expenditures (See page 4)	735,840.66
** Ending Fund Balance	175,429.71

Beginning Fund Balance Notes:

\* Beginning Fund Balance would be the prior year's Ending Fund Balance under modified accrual basis of accounting.

\*\* Ending Fund Balance must be equal to Total Fund Balance on Page 2.

NOTE: This summary should include activity in all accounts administered by the District. DO NOT include activities from the Custodial Fund.



\* Custodial Fund Statement of Net Position as of December 31, 2021

	<u>OSC</u> <u>Keypunch</u>		<u>OSC</u> <u>Keypunch</u>
Assets:	Account:	Liabilities:	Account:
Cash	TC200	Individual Retirement Account	TC716
Time Deposits	TC201	Deferred Compensation	TC717
Due From Other Funds	TC391	State Retirement	TC718
Due From Other Governments	TC440	Disability Insurance	TC719
Real Property	TC458	Group Insurance	TC720
Deferred Comp Plan Assets	TC460	Employees Annuities	TC729
Miscellaneous Current Assets	TC489	Other Liabilities	TC688
		Due to Other Funds	TC630
		Due to Other Governments	TC631
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES</b>	<b>\$</b>
Deferred Outflows of Resources		Deferred Inflows of Resources	
Deferred Outflows of Resources	TC495	Deferred Inflows of Resources	TC691
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$</b>	<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>\$</b>
		<b>Net Assets</b>	
		Net Assets - Restricted for Other Purposes	TC923
		Net Assets - Unrestricted	TC924
		<b>TOTAL NET ASSETS</b>	<b>\$</b>
<b>** TOTAL ASSETS AND TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$</b>	<b>** TOTAL LIABILITIES, TOTAL DEFERRED INFLOWS OF RESOURCES, AND TOTAL NET ASSETS</b>	<b>\$</b>

\* The Custodial Fund is used to account for assets held by the District in a custodial capacity for other governments, private organizations and individuals. DO NOT duplicate the balance sheet of the General Fund (pg. 2) on the Custodial Fund (pg. 7).

\*\* "Total Assets and Total Deferred Outflow of Resources" should equal "Total Liabilities, Total Deferred Inflow of Resources, and Total Net Assets".

For Additional Resources, the Accounting and Financial Reporting for Fiduciary Activities as Required by GASB Statement 84 bulletin, issued by OSC, can be located here: <https://www.osc.state.ny.us/files/local-government/publications/pdf/accounting-and-financial-reporting-for-fiduciary-activities-gasb-84.pdf>



**Non-Current Governmental Schedules\***

**Non-Current Governmental Assets**

OSC  
Keypunch  
Account:

Assets:  
Net Pension Asset - Proportionate Share      K108

**\*\* TOTAL ASSETS**      \$

Liabilities:  
Total Non-Current Government Assets      K159

**\*\* TOTAL LIABILITIES**      \$

**Non-Current Governmental Liabilities**

OSC  
Keypunch  
Account:

Assets:  
Total Non-Current Government Liabilities      W129

**\*\*\* TOTAL ASSETS**      \$

Liabilities:  
Retained Percentages, Contracts Payable      W605   
Other Post Employment Benefits      W683   
Compensated Absences      W687   
Net Pension Liability - Proportionate Share      W638

**\*\*\* TOTAL LIABILITIES**      \$

\* The Non-Current Governmental Schedules page is used to account for capital assets of a government not accounted for in other funds, and certain unmatured general long-term liabilities of a government which are not recorded as a liability in another fund. Do NOT duplicate the balance sheet of the General Fund (pg 2) or the Custodial Fund (pg 7). Please note that account codes K159 - Total Non-Current Government Assets and W129 - Total Non-Current Government Liabilities are used to balance both the non-current governmental assets and non-current governmental liabilities schedules.

\*\*Total Assets must equal Total Liabilities for the Non-Current Governmental Assets  
 \*\*\*Total Assets must equal Total Liabilities for the Non-Current Governmental Liabilities

**Additional Resources:**

- The Accounting and Financial Reporting for Pensions as Required by GASB 68 bulletin, issued by OSC, can be located here:  
<http://www.osc.state.ny.us/localgov/pubs/releases/files/gasb68reportingforpensions.pdf>

- The Accounting for Retained Percentages (Retainage) bulletin, issued by OSC, can be located here:  
<https://www.osc.state.ny.us/files/local-government/publications/pdf/accounting-for-retained-percentages.pdf>





\*\*\*\*\*

Oneida County  
Soil and Water Conservation District

Component Unit  
Annual Financial Report

\*\*\*\*\*

Certificate of the Soil and Water Conservation

District Treasurer

*Please fill in the blue shaded boxes only.*

I,	Jessica McLaughlin	, hereby certify that I am the Treasurer of the
Oneida	County Soil and Water Conservation District and that the information	provided in the Annual Financial Report for the .....
	Oneida	County Soil and Water Conservation District for the fiscal year ended December 31, 2021
is true and correct to the best of my knowledge and belief.		
District Treasurer		
Date		
Address	121 Second Street, Oriskany, NY 13424	

NYS Office of the State Comptroller  
Data Management Unit 12-8-C

**INTRODUCTORY**  
**NO. 322**

*F.N. 2021-295.3*

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO. 290**

**INTRODUCED BY: Mr. D'Onofrio**  
**2<sup>ND</sup> BY: Mr. Davis**

**RE: APPROVAL OF 2022 OPERATING BUDGET AS AMENDED BY WAYS AND MEANS**

**WHEREAS,** Oneida County Executive Anthony J. Picente, Jr., has submitted a proposed Operating Budget for the year 2022 to the Board of Legislators as required by Article VI, Section 603 of the Oneida County Charter, and

**WHEREAS,** The Ways and Means Committee of this Board has reviewed the proposed 2022 Operating Budget and filed its report with the Clerk of this Board as required by Article VI, Section 605 of the Oneida County Charter, and

**WHEREAS,** Public Hearings have been held as required by Article VI, Section 606 of the Oneida County Charter, but due to the Covid-19 Pandemic, the Utica and Rome Public Hearings were consolidated into one public hearing, and was held November 9, 2021, now, therefore, be it hereby

**RESOLVED,** That the requirement of two public hearings, one in Utica and one in Rome per Article VI, Section 606 of the Oneida County Charter is hereby waived due to the COVID-19 Pandemic, and it is further

**RESOLVED,** That no payments shall be made in excess of the amounts appropriated, and it is further

**RESOLVED,** That there shall be levied and assessed upon the property of the County of Oneida, taxable therefore, for State and County purposes and for highway purposes, the sum of \$66,145,834, which represents the County's share of the total 2022 operations and maintenance Budget in the amount of \$458,401,035.

APPROVED: As Amended by Ways & Means Committee (November 3, 2021)

DATED: November 10, 2021

Adopted by the following roll call vote as amended:  
AYES: 23 NAYS: 0 ABSENT: 0

**Oneida County SWCD**  
**Profit & Loss**  
January through December 2021

	A	B	C	D	E	F	G
1							Jan - Dec 21
2	<b>Income</b>						
3						2160 · Contractual (Contractual)	
4						2160A · For Construction	232,401.00
5						2160D · Other Income (Other Income)	
6						Tree Invenotory (Tree Inventory)	49.17
7						Upper Susquehanna Coalition (DEC Cover Crop Program- "Continued Acres")	10,000.00
8						Total 2160D · Other Income (Other Income)	10,049.17
9						2160J · Cons Planning (590 & 595)	37,004.80
10						2160L · Community Environmental Manag	8,130.76
11						2160M · FL-LOWPA	89,200.00
12						2160P · Engineering Services	
13						Sconondua Creek (Stream Restoration Project)	15,000.00
14						2160P · Engineering Services - Other	23,125.00
15						Total 2160P · Engineering Services	38,125.00
16						2771 · County Appropriation (County Appropriations)	124,750.00
17						Total 2160 · Contractual (Contractual)	539,660.73
18						2401 · Interest & Earnings (Prior Year Cash)	536.54
19						2655C · Grass Seed	410.00
20						2665 · Equipment Sales	19,900.00
21						2770 · Program Revenue	4,314.77
22						3989 · State Reimbursement	178,874.08
23						Total Income	743,696.12
24						Gross Profit	743,696.12
25	<b>Expense</b>						
26						8730.2 Equipment	
27						8730.22 Office Equip (Office Equip)	4,087.32
28						8730.23 Motor Vehicles (Motor Vehicles)	27,676.81
29						8730.24 Field Equip (Field Equip)	594.13
30						8730.25 · Other Equipment	2,209.48
31						Total 8730.2 Equipment	34,567.74
32						8730.4 Contractual (Contractual)	
33						8730.401, Construction (Construction)	
34						8730.415 FL-LOWPA (FL-LOWPA)	50,100.00
35						Oneida County Flood Migation (Construction Projects)	132.00
36						8730.401 Construction (Construction) - Other	207,774.03
37						Total 8730.401 Construction (Construction)	258,006.03
38						8730.412 Grass Seed (Grass Seed)	190.00
39						8730.430 Travel/Trng. Director (Travel for Directors)	671.90
40						8730.431 Travel/Trng/Employees (Travel/trng for Employees)	4,231.04
41						8730.442 Phone/Internet/Cell (Telephone)	3,479.64
42						8730.443 Office Supplies (Office Supplies)	3,821.26
43						8730.444 Info. & Education (Information & Education)	
44						8730.44 · Envirothon	1,500.00
45						8730.444 Info. & Education (Information & Education) - Other	9,671.58

# Oneida County SWCD Profit & Loss

January through December 2021

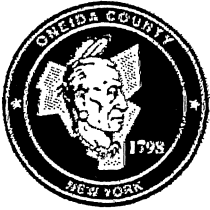
	A	B	C	D	E	F	G
1							Jan - Dec 21
46						Total 8730.444 Info. & Education (Information & Education)	11,171.58
47						NYS DEC Forestry Grant	2,610.00
48						Professional Services Fee	2,264.91
49						Total 8730.4 Contractual (Contractual)	286,446.36
50						8730.451 Ins. Auto/Field Equip	6,905.48
51						8730.452 Ins Liability	10,670.83
52						8730.454 Ins. Professional	4,756.81
53						8730.46 Other Contractual (Other Contractual)	
54						8730.460 NACD State & Natl Dues (NACD State & Natl Dues)	1,500.00
55						8730.462 Postage & Ads (Postage & Ads)	107.97
56						8730.463 Fuel for Vehicles (Fuel for Vehicles)	2,088.00
57						8730.466 Ins. Health/Dental (Health Insurance)	18,688.56
58						8730.468 NYS Retirement	27,532.00
59						Total 8730.46 Other Contractual (Other Contractual)	49,916.53
60						6560 · Payroll Expenses	
61						6561 · Employee Stipend	583.56
62						6560 · Payroll Expenses - Other	338,485.48
63						Total 6560 · Payroll Expenses	339,069.04
64						8730.8 · Employee Health Reimbursement	3,507.87
65						Total Expense	735,840.66
66						Net Income	7,855.46

Oneida County SWCD  
Profit & Loss Budget Overview

	A	B	C	D	E	January through December 2022	G
1							
2							Jan-Dec 2022
3			Income				
4					2160 · Contractual (Contractual)		
5					2160A · For Construction		
6					NYS DEC Stream Maintenance Pro		20,000.00
7					2160A · For Construction - Other		710,000.00
8					Total 2160A · For Construction		730,000.00
9					2160J · Cons Planning (590 & 595)		
10					2160N · Oneida County Base AEM Program		40,000.00
11					2160J · Cons Planning (590 & 595) - Other		30,000.00
12					Total 2160J · Cons Planning (590 & 595)		70,000.00
13					2160L · Community Environmental Manag		
14					NYS DEC Forestry Grant		3,250.00
15					2160L · Community Environmental Manag - Other		
16					Total 2160L · Community Environmental Manag		3,250.00
17					2160M · FL-LOWPA		50,000.00
18					2160O · OC Haz Mitigation Plan		25,000.00
19					2160P · Engineering Services		
20					NYS DOS-Phase III Projects (Stormwater Management Project)		27,000.00
21					2160P · Engineering Services - Other		20,000.00
22					Total 2160P · Engineering Services		122,000.00
23					2771 · County Appropriation (County Appropriations)		86,000.00
24					Total 2160 · Contractual (Contractual)		1,011,250.00
25					2401 · Interest & Earnings (Prior Year Cash)		500.00
26					2770 · Program Revenue		0.00
27					3989 · State Reimbursement		170,000.00
28					Total Income		1,181,750.00
29			Gross Profit				1,181,750.00
30			Expense				
31					8730.2 Equipment		
32					8730.21 Furniture (Furniture)		5,000.00
33					8730.22 Office Equip (Office Equip)		5,000.00
34					8730.23 Motor Vehicles (Motor Vehicles)		2,000.00
35					8730.24 Field Equip (Field Equip)		1,000.00
36					Total 8730.2 Equipment		13,000.00
37					8730.4 Contractual (Contractual)		
38					8730.401 Construction (Construction)		
39					8730.415 FL-LOWPA (FL-LOWPA)		
40					AgNPS Round 20 Mohawk Basin		
41					NYS DEC Stream Maintenance Prog		
42					NYS DOS Phase III (Construction of Grant Projects)		
43					Oneida County Flood Migation (Construction Projects)		
44					8730.401 Construction (Construction) - Other		710,000.00
45					Total 8730.401 Construction (Construction)		710,000.00

Oneida County SWCD  
Profit & Loss Budget Overview

	A	B	C	D	E	January through December 2022	G
1							
2							Jan-Dec 2022
46						8730.412 Grass Seed (Grass Seed)	1,000.00
47						8730.430 Travel/Trng. Director (Travel for Directors)	1,000.00
48						8730.431 Travel/Trng/Employees (Travel/trng for Employees)	3,000.00
49						8730.442 Phone/Internet/Cell (Telephone)	5,000.00
50						8730.443 Office Supplies (Office Supplies)	
51						8730.444 Info. & Education (Information & Education)	
52						8730.44 · Envirothon	
53						8730.444 Info. & Education (Information & Education) - Other	
54						Total 8730.444 Info. & Education (Information & Education)	0.00
55						NYS DEC Forestry Grant	
56						Professional Services Fee	8,000.00
57						8730.4 Contractual (Contractual) - Other	
58						Total 8730.4 Contractual (Contractual)	728,000.00
59						8730.451 Ins. Auto/Field Equip	8,000.00
60						8730.452 Ins Liability	
61						8730.454 Ins. Professional	5,000.00
62						8730.46 Other Contractural (Other Contractural)	
63						8730.460 NACD State & Natl Dues (NACD State & Natl Dues)	1,500.00
64						8730.462 Postage & Ads (Postage & Ads)	500.00
65						8730.463 Fuel for Vehicles (Fuel for Vehicles)	3,000.00
66						8730.465 Prior Year Expenses	
67						8730.466 Ins. Health/Dental (Health Insurance)	20,000.00
68						8730.468 NYS Retirement	29,115.00
69						Total 8730.46 Other Contractural (Other Contractural)	54,115.00
70						8730.461 Repair Field Equip	
71						6560 · Payroll Expenses	365,635.00
72						8730.8 · Employee Health Reimbursement	8,000.00
73						Total Expense	1,181,750.00
74	Net Income						0.00



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

February 22, 2022

FN 20 22-120

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

**PUBLIC WORKS**  
**WAYS & MEANS**

Dear County Executive Picente,

Attached is the Master Template for the 2022 Mowing Agreements that Oneida County intends to establish with various towns and the City of Rome to mow County roads within their respective municipalities. Also included is a chart outlining the breakdown of mileages and payments for any of the municipalities that may have indicated that they are interested in entering into one of these agreements.

Under the proposed Master Template, the municipalities will receive four hundred twenty-five dollars (\$425.00) per mile in 2022.

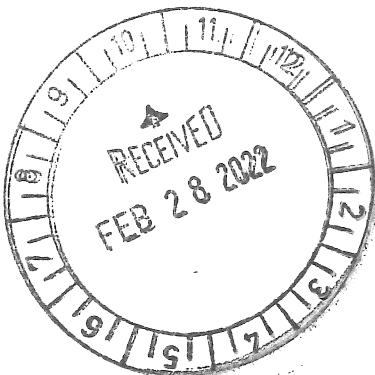
If you concur with this request, please forward to the Public Works and Ways & Means Committees for approval, to be followed by presentation to the full Board of Legislators at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,

Mark E. Laramie, P.E.  
 Commissioner

Enclosures



Reviewed and Approved for submittal to the  
 Oneida County Board of Legislators by  
  
 Anthony J. Picente, Jr.  
 County Executive  
 Date 2-28-22



Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Various Municipalities in Oneida County

**Title of Activity or Service:** Mowing along County Roads

**Proposed Dates of Operation:** May 1, 2022 to November 1, 2022

**Client Population/Number to be Served:** Oneida County Residents and those who travel on Oneida County Roads

**Mandated/Non-Mandated:** Non-mandated

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Participating Municipality to mow along Oneida County Roads in right-of-ways and around intersections at the rate of \$425.00 per mile.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** Up to \$15,431.75 per participating municipality. (See Roadside Mowing Costs spreadsheet for maximum per Municipality). Estimated total is \$252,233.25 **Account # D5110.495**

**Oneida County Dept. Funding Recommendation:** NTE \$252,233.25

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This agreement is an effort to utilize existing resources to accomplish a common goal.

## INTERMUNICIPAL AGREEMENT FOR MOWING 2022

**THIS AGREEMENT** (the “Agreement”), by and between the County of Oneida (hereinafter referred to as the “County”), a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, and \_\_\_\_\_ (hereinafter referred to as the “Town”), a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at \_\_\_\_\_ (each a Party and collectively, the “Parties”).

WHEREAS, the County proposes the Town perform roadside mowing on the improved County road system located within the geographical boundaries of the Town for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the Town Board of the Town has adopted a resolution accepting the proposal of the County and authorizing the Town to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

### 1. TERM

1.1 The term of this Agreement shall be from May 1, 2022, to November 1, 2022.

1.2 This Agreement is not renewable and the County reserves the right to seek the same or similar services from third parties.

### 2. SCOPE OF WORK

2.1 The Town shall mow, cut down, or otherwise remove grass, weeds, and shrubs from the right-of-way of certain roads (hereinafter referred to as the “Work”).

2.2 The Parties hereby agree that said roads consist of (###) miles of improved County roads located within the geographical boundaries of the Town, further described in the 2022 Roadside Mowing Costs summary, attached hereto and made a part hereof as

**EXHIBIT A.**

- 2.3 The Town shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.
- 2.4 The Town shall mow the right-of-way portions of the Roads in the following order:
  - 2.4.1 The first pass shall include ditches and around all intersections and driveways;
  - 2.4.2 The second pass shall include all of the County's right-of-way, as practicable; and
  - 2.4.3 A third pass shall be at the option of the County's Deputy Commissioner of Highways and Bridges, or his designee, and shall include ditches and around all intersections and driveways.

### 3. PERFORMANCE OF WORK

- 3.1 The Town shall secure and maintain safe Work sites and conditions in accordance with all applicable state and federal law. In particular, the Town shall erect and properly maintain warning signs and traffic control devices pursuant to the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
- 3.2 The Town shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.
- 3.3 The Town shall be responsible for providing its employees and/or subcontractors all safety equipment necessary. It shall take all appropriate precautions for the safety of employees on the Work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes.
- 3.4 The Town represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.
- 3.5 The Town shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

### 4. PAYMENT

- 4.1 The County shall pay the Town the sum of Four Hundred Twenty-Five Dollars (\$425.00) per mile, for a total cost not to exceed Number Dollars (\$#.00).
- 4.2 The County shall provide payment to the Town on a Work-completed basis. In order to receive payment, the Town shall submit a detailed invoice to the County that

provides the dates, locations, equipment, and labor used by the Town to complete the Work.

- 4.3 The County shall have no liabilities to the Town other than the amount specified above.
- 4.4 The County shall not be liable for late fees or interest on late payments.
- 4.5 The County reserves the right to offset payment under this Agreement due to the Town's failure to perform its obligations under this Agreement, or for damages to the County.
- 4.6 It is understood and agreed that the County shall not be responsible for any costs incurred by the Town prior to the effective date or following the termination date of this Agreement.

## 5. NON-ASSIGNMENT

- 5.1 Each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

## 6. SUBCONTRACTS

- 6.1 The Town may, at the Town's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.
- 6.2 A subcontractor is a person who has an agreement with the Town to perform any of the Work described herein.
- 6.3 The Town agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Town proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Town and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.
- 6.4 Agreements between the Town and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits.

## 7. INDEMNIFICATION

- 7.1 The obligations of the Town 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.
- 7.2 To the fullest extent permitted by law, the Town agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, servants and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

## 8. INSURANCE REQUIREMENTS

- 8.1 The Town shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 8.2 Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. The Town shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period, and maintain

completed operations coverage for itself and the additional insured for at least three (3) years after completion.

- 8.3 Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- 8.4 Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.
- 8.5 Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. 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.
- 8.6 Waiver of Subrogation: The Town waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 8.7 The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Town of any of the insurance requirements, nor decrease the liability of the Town. The County reserves the right to require the Town to provide insurance policies for review by the County. The Town hereby grants the County a limited power of attorney to communicate with the Town's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

## 9. INDEPENDENT CONTRACTOR STATUS

- 9.1 For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Town and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make

any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.

- 9.2 The County shall not make any withholding from payments for taxes or any other obligations. The Town shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Town 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.

## 10. TERMINATION

- 10.1 The County shall give written notice to the Town of any breach of the terms and conditions of this Agreement. The Town shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Town has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost payments, Town expenses, or any other damages.
- 10.2 Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the other Party. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.
- 10.3 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option

to immediately terminate this Agreement upon providing written notice to the Town by certified mail. In such an event, the County shall be under no further obligation to the Town 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.

#### 11. CHOICE OF LAW AND FORUM

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

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

#### 12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

#### 13. SEVERABILITY

13.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that 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.

#### 14. ENTIRE AGREEMENT

14.1 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.

#### 15. INCORPORATION BY REFERENCE

15.1 The Addendum - Standard Oneida County Conditions is attached hereto as **EXHIBIT B**.

15.2 All exhibits are deemed incorporated in this Agreement, whether or not actually attached hereto.

#### 16. NON-WAIVER



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

#### 17. INTERPRETATION

17.1 A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.

17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.

17.3 The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Agreement, refer to this Agreement.

#### 18. SECTIONAL HEADINGS

18.1 The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

#### 19. AUTHORITY TO ACT/SIGN

19.1 The Town’s signatories hereby represent, warrant, personally guarantee and certify that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; the execution and delivery by the Town’s signatories of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

#### 20. ADVICE OF COUNSEL

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

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF \_\_\_\_\_

By:

\_\_\_\_\_

Anthony J. Picente, Jr.  
County Executive

By:

\_\_\_\_\_

Name  
Town Supervisor

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

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

By:

\_\_\_\_\_

Mark E. Laramie, P.E., Commissioner  
Oneida County DPW

By:

\_\_\_\_\_

Name  
Highway Superintendent

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

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

APPROVED

By:

\_\_\_\_\_

Robert E. Pronteau, Esq.  
Assistant County Attorney

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

**2022 ROADSIDE MOWING COSTS**

<b>Town</b>	<b>County Centerline Miles</b>	<b>Rate Per Mille</b>	<b>Cost</b>
ANNSVILLE	16.92	\$ 425.00	\$ 7,191.00
AUGUSTA	18.42	\$ 425.00	\$ 7,828.50
AVA	15.82	\$ 425.00	\$ 6,723.50
BOONVILLE	17.86	\$ 425.00	\$ 7,590.50
BRIDGEWATER	13.34	\$ 425.00	\$ 5,669.50
CAMDEN	24.25	\$ 425.00	\$ 10,306.25
DEERFIELD	17.82	\$ 425.00	\$ 7,573.50
FLORENCE	26.17	\$ 425.00	\$ 11,122.25
FLOYD	27.00	\$ 425.00	\$ 11,475.00
FORESTPORT	15.30	\$ 425.00	\$ 6,502.50
KIRKLAND	24.36	\$ 425.00	\$ 10,353.00
LEE	23.01	\$ 425.00	\$ 9,779.25
MARCY	27.85	\$ 425.00	\$ 11,836.25
MARSHALL	17.13	\$ 425.00	\$ 7,280.25
NEW HARTFORD	20.37	\$ 425.00	\$ 8,657.25
PARIS	27.40	\$ 425.00	\$ 11,645.00
REMSEN	21.02	\$ 425.00	\$ 8,933.50
ROME	17.42	\$ 425.00	\$ 7,403.50
SANGERFIELD	14.80	\$ 425.00	\$ 6,290.00
STEUBEN	22.64	\$ 425.00	\$ 9,622.00
TRENTON	28.05	\$ 425.00	\$ 11,921.25
VERNON	22.03	\$ 425.00	\$ 9,362.75
VERONA	34.32	\$ 425.00	\$ 14,586.00
VIENNA	18.92	\$ 425.00	\$ 8,041.00
WESTERN	17.32	\$ 425.00	\$ 7,361.00
WESTMORELAND	36.31	\$ 425.00	\$ 15,431.75
WHITESTOWN	27.64	\$ 425.00	\$ 11,747.00
<b>TOTALS</b>	<b>593.49</b>		<b>\$ 252,233.25</b>

## ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

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

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

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

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

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

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

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

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



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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

##### 5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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



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

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

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

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

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

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

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

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

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

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

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

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

## 20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

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



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

ANTHONY J. PICENTE JR.  
 County Executive

MARK E. LARAMIE, P.E.  
 Commissioner

FN 20 22-171

February 22, 2022

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and the interested Cities, Towns, and Villages for pavement marking for the 2022 season.

Attached is the proposed template agreement between Oneida County and the various municipalities. The terms found in this document will become the template for all other pavement marking agreements for the 2022 season. The County purchases the materials and is reimbursed by the various municipalities.

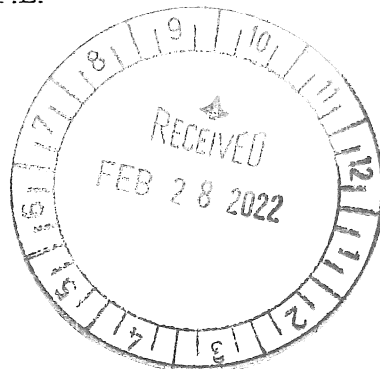
I respectfully request that this agreement be forwarded to the Public Works and Ways and Means Committees for their consideration, with presentation to the Board of Legislators at their next regular scheduled meeting.

Sincerely,

Mark E. Laramie, P.E.  
 Commissioner

Enclosures

cc: File



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

Anthony J. Picente, Jr.  
 County Executive

Date 2-25-22

Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Various Municipalities in Oneida County

**Title of Activity or Service:** Striping of various roads for Cities, Towns and Villages within Oneida County  
**This contract is to be used as the master template for all pavement marking contracts for 2022**

**Proposed Dates of Operation:** May 1, 2022 to November 1, 2022

**Client Population/Number to be Served:** All those who travel on Oneida County Roads

**Mandated/Non-Mandated:** Non-mandated

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Painting centerlines and edge lines per Exhibit A, provided from respective municipality.
- 2) **Program/Service Objectives and Outcomes:** Revenue for the County and clearly marked roads for the traveling public.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$TBD **Account # D1710 (Revenue)**

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

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

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

**Past Performance Data:** N/A

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

**PAVEMENT MARKING AGREEMENT 2022**

THIS AGREEMENT (the “Agreement”), by and between the County of Oneida (hereinafter referred to as “County”), a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, and the Town of \_\_\_\_\_ (hereinafter referred to as “Town”) a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at \_\_\_\_\_ (each a “Party” and collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, County proposes to perform pavement marking on the improved Town road system located within its geographical boundaries; and

**WHEREAS**, the governing body of Town has adopted a resolution accepting the proposal of County and authorizing Town to enter into this Agreement; and

**WHEREAS**, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

**1. TERM OF AGREEMENT**

**1.1.** The term of this Agreement shall begin May 1, 2022 and continue until November 1, 2022.

**1.2.** The Parties agree that this Agreement shall not be renewable.

**2. SCOPE OF WORK**

**2.1.** The work to be performed pursuant to this agreement (the “Work”) consists of using reflectorized paint to apply center and edge lines to the pavement surface of the improved Town roads (hereinafter the “Roads”) described in the attached **EXHIBIT A**.

**2.2.** Town shall be responsible for identifying the Roads to be marked with center and/or edge lines, and for determining the length of said lines, measured in miles.

**2.3.** NUMBER (#) miles of centerlines and NUMBER (X) miles of edge lines shall be marked pursuant to this Agreement, described with specificity in **EXHIBIT A**.

**2.4.** Town shall be responsible for identifying passing zones and no passing zones, and shall pre-mark the roads as such. County shall apply centerlines as indicated by Town.

**2.5.** Town shall be responsible for the proper preparation of the pavement surface prior to marking by removing dust, dirt, loose particles and other foreign matter immediately before applying pavement markings.

**2.6.** County shall furnish all equipment, machinery, materials, tools, supervision and labor necessary to perform the Work.

**2.7.** County shall schedule the Work when the pavement surface is expected to be dry. Marking material shall not be applied within forty-eight (48) hours of rain or other inclement weather. Pavement surface temperature shall not be less than fifty (50) degrees Fahrenheit at the time of application.

**2.8.** County shall select road striping paint and/or glass beads from the New York State Department of Transportation pre-approved list.

**2.9.** Pavement markings shall present a uniform appearance and exhibit good workmanship. Paint shall be fifteen (15) mils thick with a tolerance of plus or minus five (+/-5) mils. Beads shall be applied to the surface of the paint by a bead dispenser attached to the paint applicator so that glass beads dispense simultaneously.

**2.10.** County shall cleanup and dispose of solvents and residue left behind from the Work, in accordance with all applicable federal, state and local requirements.

### **3. PERFORMANCE OF WORK**

**3.1.** The Parties shall comply with all applicable governmental laws, ordinances, regulations, and rules.

**3.2.** County shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

**3.3.** County shall take all necessary precautions for the safety of its employees and the public on and around the Roads as the Work is performed. County shall erect safeguards and traffic signs as required by law or regulation.

**3.4.** County may, at its own expense, employ or engage the services of subcontractors as County deems necessary to perform the Work.

#### **4. PAYMENT**

**4.1.** Town agrees to reimburse County for all labor, materials, machinery, and equipment used by County to perform the Work.

**4.2.** The estimated cost per mile for the centerline, consisting of two four-inch lines shall be Seven Hundred Ninety-Five Dollars and Seven Cents (\$795.07).

**4.3.** The estimated cost per mile for the edge line (for both sides of the road, consisting of two six-inch lines) shall be One Thousand Two Hundred Twenty-Seven Dollars and Sixty-Six Cents (\$1,227.66).

**4.4.** The Parties agree that the base amount under this Agreement shall be DOLLARS (\$\$\$\$\$).

#### **5. ADDITIONAL WORK**

**5.1.** Any additional pavement marking requested by Town shall be at the same rates. Town shall submit in writing its request for additional pavement marking.

#### **6. INDEMNIFICATION**

**6.1.** County agrees that it shall defend, indemnify and hold harmless Town from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of negligent performance of the Work by County.

**6.2.** County shall NOT be required to defend, indemnify and/or hold harmless Town from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from or alleging negligent acts by Town, including claims for negligent identification of the Roads by Town, negligent design, and negligent signing of the Roads.

#### **7. INSURANCE REQUIREMENTS**

**7.1.** County agrees that it shall maintain a policy of insurance, which will insure against all claims under the New York State Workers' Compensation Law, at statutory limits. Said policy shall be maintained at County's expense, and remain in force at all times during the term of this Agreement.

**8. INDEPENDENT CONTRACTOR STATUS**

**8.1.** It is expressly agreed that the relationship of County, its subcontractors, and all of their collective employees, to Town shall be that of independent contractors. In accordance with their status, County, its subcontractors, and all of their collective employees covenant and agree that they will neither hold themselves out as, nor claim to be, officers or employees of Town and that they will not make any claim, demand or application for any right or privilege applicable to officers or employees of Town.

**9. TERMINATION**

**9.1.** Both Parties shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice to the other.

**9.2.** Town shall have the right to terminate this Agreement, for cause, immediately.

**10. SEVERABILITY**

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

**11. ENTIRE AGREEMENT**

**11.1.** This Agreement contains the binding agreement of the Parties and supersedes all other discussions and representations, written or oral, on the subject matter.

**12. INCORPORATION BY REFERENCE**

**12.1.** Exhibit A is deemed incorporated by reference into this Agreement, whether or not actually attached.

**13. NON-WAIVER**



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

**14. INTERPRETATION**

**14.1.** A provision of this Agreement which requires a Party to perform an act shall be construed to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall be construed to prohibit the Party from permitting others within its control to perform the act.

**14.2.** Each Party shall be deemed to be required to perform all of its respective obligations under this Agreement, at its own expense, except to the extent that this Agreement specifies otherwise.

**14.3.** Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.

**14.4.** The terms “hereby,” “hereto,” “herein,” “hereunder,” and any similar term, as used in this Agreement, refer to this Agreement.

**15. SECTIONAL HEADINGS**

**15.1.** The sectional headings are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

**16. AUTHORITY TO ACT/SIGN**

**16.1.** The Town’s signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of the

Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein

**17. ADVICE OF COUNSEL**

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF (NAME)

By:

By:

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

\_\_\_\_\_  
NAME  
Town Supervisor

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

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

By:

By:

\_\_\_\_\_  
Mark E. Laramie, Commissioner  
Oneida County DPW

\_\_\_\_\_  
NAME  
Highway Superintendent

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

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

APPROVED

By:

\_\_\_\_\_  
Robert Pronteau  
Assistant County Attorney



Exhibit B

MATERIAL COST FOR PAINTING

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

December 3, 2021

COST FOR ONE (1) MILE OF CENTER LINE YELLOW PAINT

FOR TWO (2) 4" LINES

26 GALLONS YELLOW ROAD STRIPING PAINT PER MILE @ \$ 11.58 PER GALLON:	\$ 301.08
7 LBS BEADS PER GALLON OF YELLOW PAINT = 182 LBS @ \$0.24 PER POUND:	\$ 43.68
EQUIPMENT COST:	\$ 161.77
LABOR COST:	\$ 288.54
<b>TOTAL COST FOR ONE (1) MILE OF CENTER LINE YELLOW PAINT:</b>	<b>\$ 795.07</b>

COST FOR ONE (1) MILE OF EDGE LINE WHITE PAINT

FOR TWO (2) 6" LINES

32 GALLONS WHITE ROAD STRIPING PAINT PER MILE @ \$ 8.54 PER GALLON:	\$ 273.28
14 LBS BEADS PER GALLON OF WHITE PAINT = 224 LBS @ \$0.24 PER POUND:	\$ 53.76
EQUIPMENT COST:	\$ 323.54
LABOR COST:	\$ 577.08
<b>TOTAL COST FOR ONE (1) MILE OF EDGE LINE WHITE PAINT:</b>	<b>\$1,227.66</b>



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

February 22, 2022

FN 20 22-127  
**PUBLIC SAFETY**

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

**WAYS & MEANS**

Dear County Executive Picente,

Attached is the Master Template for the 2022 Ditching Agreements that Oneida County intends to establish with various towns and the City of Rome to ditch County roads within their respective municipalities.

Under the proposed Master Template, the municipalities will receive a maximum of three hundred forty dollars (\$340.00) per hour, up to a maximum of forty (40) hours for the term of this agreement, for a not-to-exceed total of \$13,600.00 per municipality.

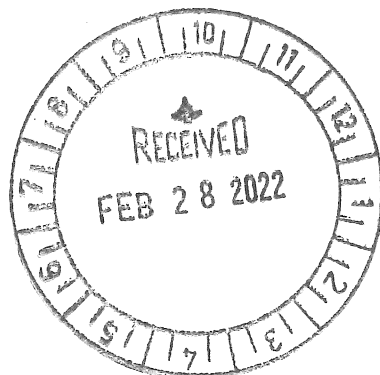
If you concur with this request, please forward to the Public Works and Ways & Means Committees for approval, to be followed by presentation to the full Board of Legislators at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,

Mark E. Laramie, P.E.  
 Commissioner

Enclosures



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

Anthony J. Picente, Jr.  
 County Executive

Date 2-25-22

Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Various Municipalities in Oneida County

**Title of Activity or Service:** Ditching along County Roads

**Proposed Dates of Operation:** May 1, 2022 to November 1, 2022

**Client Population/Number to be Served:** Oneida County Residents and those who travel on Oneida County Roads

**Mandated/Non-Mandated:** Non-mandated

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Participating Municipality to ditch along County Roads at a rate of up to \$340/hour, for up to a total of 40 hours, totaling an amount up to \$13,600.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** Up to \$13,600 per participating municipality. NTE \$367,200.00                      **Account # D5110.495**

**Oneida County Dept. Funding Recommendation:** Up to \$13,600 per municipality; NTE \$367,200.00

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

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

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This agreement is an effort to utilize existing resources to accomplish a common goal.

## INTERMUNICIPAL AGREEMENT FOR DITCHING 2022

**THIS AGREEMENT** (the “Agreement”), by and between the County of Oneida (hereinafter referred to as the “County”), a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, and \_\_\_\_\_ (hereinafter referred to as the “Town”), a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at \_\_\_\_\_ (each a “Party” and collectively, the “Parties”).

WHEREAS, the County proposes the Town perform roadside ditching on the improved County road system located within the geographical boundaries of the Town for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the Town Board of the Town has adopted a resolution accepting the proposal of the County and authorizing the Town to enter into this Agreement; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

### 1. TERM

1.1 The term of this Agreement shall be from May 1, 2022, to November 1, 2022.

1.2 This Agreement is not renewable and the County reserves the right to seek the same or similar services from third parties.

### 2. SCOPE OF WORK

2.1 The Town shall ditch, trench, excavate and drain the right-of-way portions of County roads from within the geographical boundaries of the Town, or within the designated areas as directed by the County (hereinafter referred to as the “Work”).

2.2 The Town shall remove, transport, and dispose of excess soil removed from said right-of-way portions of roads.

2.3 The Town shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.



2.4 The Town agrees to expend up to forty (40) hours of Work, over the term of this Agreement.

### 3. PERFORMANCE OF WORK

3.1 The Town shall secure and maintain safe Work sites and conditions in accordance with all applicable state and federal law. In particular, the Town shall erect and properly maintain warning signs and traffic control devices pursuant to the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

3.2 The Town shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.

3.3 The Town shall be responsible for providing its employees and/or subcontractors all safety equipment necessary. It shall take all appropriate precautions for the safety of employees on the Work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes.

3.4 The Town represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.

3.5 The Town shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

### 4. PAYMENT

4.1 The County shall pay the Town for the Work, including its labor and equipment, at the following rates:

4.1.1	Gradall, 2 single-axle trucks, flag-person and operators per hour	\$275
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4.1.2	Gradall, 1 tandem-, 1 single-axle trucks, flag-person and operators per hour	\$305
-------	---------------------------------------------------------------------------------	-------

4.1.3	Gradall, 2 tandem-axle trucks, flag-person and operators per hour	\$340
-------	----------------------------------------------------------------------	-------

4.1.4	Backhoe, 2 tandem-axle trucks, flag-person and operators per hour	\$300
-------	----------------------------------------------------------------------	-------

4.2 The County shall not pay more than \$13,600.00 to the Town during the term of this agreement.

- 4.3 The County shall provide payment to the Town on a work-completed basis. The Town shall submit a detailed invoice to the County that provides the dates, locations, equipment and labor used by the Town to complete the Work in order to receive payment.
- 4.4 The County shall have no liabilities to the Town other than the amount specified above.
- 4.5 The County shall not be liable for late fees or interest on late payments.
- 4.6 The County reserves the right to offset payment under this Agreement due to the Town's failure to perform its obligations under this Agreement, or for damages to the County.
- 4.7 It is understood and agreed that the County shall not be responsible for any costs incurred by the Town prior to the effective date or following the termination date of this Agreement.

5. NON-ASSIGNMENT

- 5.1 Each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

- 6.1 The Town may, at the Town's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.
- 6.2 A subcontractor is a person who has an agreement with the Town to perform any of the Work described herein.
- 6.3 The Town agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Town proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Town and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.
- 6.4 Agreements between the Town and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits.

7. INDEMNIFICATION

- 7.1 The obligations of the Town 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.
- 7.2 To the fullest extent permitted by law, the Town agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, servants and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

## 8. INSURANCE REQUIREMENTS

- 8.1 The Town shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- 8.2 Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. The Town shall maintain said CGL coverage for itself and the additional insured for the duration of the Contract Period, and maintain

completed operations coverage for itself and the additional insured for at least three (3) years after completion.

- 8.3 Workers' Compensation and Employer's Liability, pursuant to statutory limits.
- 8.4 Business Automobile Liability with limits of at least One Million Dollars (\$1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.
- 8.5 Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence. The County shall be included as an additional insured. 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.
- 8.6 Waiver of Subrogation: The Town waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.
- 8.7 The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Town of any of the insurance requirements, nor decrease the liability of the Town. The County reserves the right to require the Town to provide insurance policies for review by the County. The Town grants the County a limited power of attorney to communicate with the Town's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

## 9. INDEPENDENT CONTRACTOR STATUS

- 9.1 For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Town and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make

any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.

- 9.2 The County shall not make any withholding from payments for taxes or any other obligations. The Town shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Town 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.

## 10. TERMINATION

- 10.1 The County shall give written notice to the Town of any breach of the terms and conditions of this Agreement. The Town shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Town has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost payments, Town expenses, or any other damages.
- 10.2 Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the other Party. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.
- 10.3 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option

to immediately terminate this Agreement upon providing written notice to the Town by certified mail. In such an event, the County shall be under no further obligation to the Town 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.

#### 11. CHOICE OF LAW AND FORUM

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

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

#### 12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

#### 13. SEVERABILITY

13.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that 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.

#### 14. ENTIRE AGREEMENT

14.1 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.

#### 15. INCORPORATION BY REFERENCE

15.1 The Addendum - Standard Oneida County Conditions is attached hereto as **EXHIBIT A**.

15.2 All exhibits are deemed incorporated in this Agreement, whether or not actually attached hereto.

#### 16. NON-WAIVER

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

#### 17. INTERPRETATION

17.1 A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.

17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.

17.3 The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this Agreement, refer to this Agreement.

#### 18. SECTIONAL HEADINGS

18.1 The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

#### 19. AUTHORITY TO ACT/SIGN

19.1 The Town’s signatories hereby represent, warrant, personally guarantee and certify that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; the execution and delivery by the Town’s signatories of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Town. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

#### 20. ADVICE OF COUNSEL

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

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF \_\_\_\_\_

By:

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

By:

\_\_\_\_\_  
Name  
Town Supervisor

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

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

By:

\_\_\_\_\_  
Mark E. Laramie, P.E., Commissioner  
Oneida County DPW

By:

\_\_\_\_\_  
Name  
Highway Superintendent

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

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

APPROVED

By:

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

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



**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

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

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

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

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

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

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

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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.

Sandra J. DePerno  
County Clerk

Diàne B. Abraham  
1st Deputy Clerk



Deputy County Clerks  
Gary Artessa  
Brenda Breen  
Lynarda J. Girmonde  
Stephanie L. Tighe

## CLERK OF ONEIDA COUNTY

County Office Building • 800 Park Avenue • Utica, New York 13501

Phone: (315) 798-5776 • Fax: (315) 798-6440

February 10, 2022

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

FN 20 22-123

GOVERNMENT OPERATIONS  
PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS


Attached for your review is a contract between Info Quick Solutions Inc. and the Oneida County Clerk's Office. Our current contract with Info Quick Solutions Inc. expires on February 28, 2022. This new one (1) year contract will operate to maintain continuity of the current system while we seek responses to an RFP for an new multi-year contract. This Info Quick Solutions system, currently in use in the Clerk's Office, houses the searchable database of property information, civil court filings and all other records that are kept in the Clerk's Office.

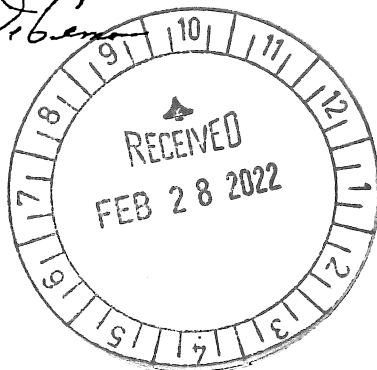
This system is also fully Web enabled, and IQS, Inc. has developed technological advancements to keep progressing the County Clerk's Office as we are now e-filing and e-recording our records. The total cost of the contract is projected at \$170,400.00.

This Agreement requires Board of Legislators approval at the next meeting date.

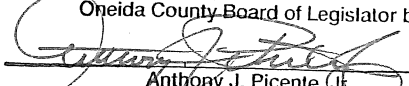
If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Respectfully submitted,

  
Sandra J. DePerno  
Oneida County Clerk



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

  
Anthony J. Picente, Jr.  
County Executive

Date 2-24-22



Oneida Co. Department: County Clerk

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Info Quick Solutions, Inc.  
6035 Corporate Drive  
Syracuse, New York 13057

**Title of Activity or Service:** Integrated Records Management System

**Proposed Dates of Operation:** March 1, 2022 – February 28, 2023

**Client Population/Number to be Served:** Customers of the County Clerk’s Offices

**Summary Statements**

**1) Narrative Description of Proposed Services:** The vendor will provide an electronic document management system that integrates all aspects of the county clerk’s office including fee management, records management for both land and court records, along with the ability to accept these records in either a digital format or a paper format and the ability to access this information on the internet and to retain the images for preservation by converting digital images to silver microfilm.

**2) Program/Service Objectives and Outcomes:** Provides accurate and efficient record management services to the public.

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

**Total Funding Requested:** \$170,400.00 **Account #A1410.495**

**Oneida County Dept. Funding Recommendation:** \$170,400.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County \$170,400.00

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

**Past Performance Data:** N/A

**Not Mandated**

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

**AGREEMENT FOR  
INTEGRATED RECORDS  
MANAGEMENT SYSTEM**

This Agreement (the "Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the County of Oneida ("County"), a municipal corporation organized under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, NY 13501 and Info Quick Solutions, Inc., a domestic business corporation organized under the laws of the State of New York, with its principal offices located at 7460 Morgan Road, Liverpool, New York, 13090 ("Contractor").

**1. SERVICES**

The Contractor shall continue to perform the services as described in the attached proposal dated December 6, 2016. This proposal was accepted as meeting the terms of Oneida County RFP #2016-183. A copy of this proposal is attached hereto and incorporated herein.

**2. PAYMENTS**

- A. The County shall pay the Contractor a total not to exceed \$14,200.00 per month for a period of one (1) year for the services identified in Section D of the RFP. Unless specifically agreed otherwise, payment shall be made after:
- ii. The submission to the County by the Contractor of a voucher, (vouchers may be submitted monthly) prepared on a duly certified County form, itemizing the services and the charges therefore; and
  - iii. The approval of the voucher by the County after audit and approval by the County's Comptroller.
- B. The County shall also pay the Contractor \$1.44/roll per month, to be billed annually, for microfilm storage services for a period of one (1) year from the date of production of the microfilm roll. Unless specifically agreed otherwise, payment shall be made after:
- i. The submission to the County by the Contractor of a voucher, prepared on a duly certified County form, itemizing the services and the charges therefore; and
  - ii. The approval of the voucher by the County after audit and approval by the County's Comptroller.
- C. Interest on monies advanced to the Contractor by the County and invested by the Contractor prior to payment for an authorized expense shall belong to the County and may be deducted from any payment coming due to the Contractor or shall be reimbursed

to the County by the Contractor upon demand by the County.

### 3. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants to the County that

- A. The Contractor is licensed to the extent required by law and has the knowledge and experience necessary to perform the services specified in this Agreement.
- B. The Contractor has not been convicted of a crime under the laws of the United States or of any state; that the Contractor has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government.
- C. No officer or employee of the County has an interest in this Agreement which would disqualify the Contractor from performing this Agreement and receiving payment therefore.
- D. The Contractor's facilities, if used in the performance of this Agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

### 4. APPROPRIATIONS

If this Agreement is funded by a grant or contract between the County and the state or federal governments, or is otherwise subject to legislative appropriation, the County shall not be liable beyond the funds authorized by such legislation or provided by the County, state or federal governments. In the event that such funding shall be terminated or reduced, this Agreement shall end on the effective date of notice of termination. The County shall remain liable for all charges and expenses incurred prior to the date of termination of funds. If funding is reduced below the level authorized by the County and the parties do not desire to terminate this Agreement, funding shall be deemed to have been reduced to the amount authorized by the state or federal government as set forth in notice given by the County to the Contractor.

### 5. AUDIT

- A. The County, the State of New York, and the United States shall have the right at any time during the term of this Agreement, and for the period limited by the applicable statute of limitations, to audit the payment of monies hereunder, which shall at no point be a period of less than six (6) years.

- B. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this Agreement. The revenues and expenditures of the Contractor in connection with this Agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this Agreement is terminated or ends.
- C. 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.

## 6. INSURANCE

- A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$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. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention,

maintained by or provided to the additional insured(s).

iii. Workers' Compensation and Employer's Liability

- a. Statutory limits apply.

iv. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 each accident.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. The County and any other parties required by the 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.

iv. 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 other than the CGL, Auto Liability and Workers' Compensation and Employer's Liability coverages maintained by the County.

v. Professional Liability

- a. Professional Liability limits must be at least \$1,000,000.
- b. Professional Liability coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Professional Liability coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and

Workers' Compensation and Employer's Liability coverages maintained by the County.

- B. Waiver of Subrogation: the Contractor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the insurance maintained per requirements stated above.
  
- C. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.
  
- D. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:
  - i. Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
  
  - ii. The Contractor will maintain similar insurance for at least five (5) years following final acceptance of the services;
  
  - iii. If the insurance is terminated for any reason, the Contractor agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County;
  
  - iv. Immediate notice shall be given to the County through the County's Commissioner of Finance of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement; and
  
  - v. Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor shall be in breach of this Agreement.

## 7. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Contractor shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by the County caused by any negligent act or omission, or intentional misconduct of the Contractor, its officers, agents, subcontractors, employees (including Contractor's authorized personnel) arising out of or in connection with the exercise by Contractor or any of Contractor's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of the County, and/or its officers, agents and employees. subcontractors or affiliates.

## 8. MONITORING OF PERFORMANCE

The County shall have the right during the term of this Agreement and for the period limited by the applicable statute of limitations, in any event a period of no less than six (6) years, to ensure that the services to be provided by the Contractor have been provided as agreed. The Contractor hereby consents to the examination of the Contractor's records and agrees to provide to or permit the County to obtain copies of any documents relating to the performance of this Agreement. The Contractor shall maintain all records required by this paragraph for seven years after the date this Agreement is terminated or ends.

## 9. ASSIGNMENT AND SUBCONTRACTING

This Agreement is binding on the heirs, successors, and assigns of the parties. The Contractor shall not assign any of its rights, interests, or obligations under this Agreement, or subcontract any of the services to be performed by it under this Agreement, without the prior express written consent of the County.

## 10. PERFORMANCE OF SERVICES

- A. The Contractor represents that the Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The Contractor shall use the Contractor's best efforts to perform the Services such that the results are satisfactory to the County. The Contractor shall

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

- B. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

#### 11. INDEPENDENT CONTRACTOR

- A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of an independent contractor. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its Assistants, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that neither it, nor any of its Assistants, shall hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement and may continue to make its services available to the public.
- C. The Contractor and its Assistants shall not be eligible for compensation from the



County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

- D. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- E. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's self-employment, sole proprietorship, or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). 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 independent contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- H. The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulation and any other regulations of the federal and state entities relating to such employment and civil rights requirements.

## 12. EXPENSES

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

### 13. TRAINING

Neither the Contractor, nor its Assistants, shall 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.

### 14. 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.

### 15. DEFAULT

A. The Contractor shall be in default upon:

- i. Its failure to comply with any term or condition of this Agreement;
- ii. The filing by or against the Contractor of a petition in bankruptcy or under any law relating to insolvency;
- iii. Its failure to comply with any statute or regulation applicable to the performance of this Agreement;
- iv. The determination that any representation or certification made under this Agreement is untrue;
- v. Failure to maintain adequate insurance; OR
- vi. Failure to maintain adequate books and records.

B. If the Contractor defaults, the County may, at its option:

- i. Immediately terminate this Agreement;
- ii. Recover counsel fees and all costs incurred to enforce this Agreement;
- iii. Obtain replacement goods or services and hold the Contractor responsible for thereplacement costs or expenses; OR
- iv. Pursue such other remedies as may be available under law or this Agreement.

C. Please note, all remedies available to the County under this Section 15(B) are cumulative.

16. TERMINATION

A. The County may, by written notice to the Contractor effective upon delivery pursuant to the notification terms in Section 18 below, terminate this Agreement at any time upon the Contractor's default. Either party may terminate this Agreement without cause by giving 30 days' written notice to the other party.

B. Upon termination of this Agreement, the Contractor shall comply with all County close-out procedures, including, but not limited to:

- i. Accounting for and refunding to the County within 30 days, any unexpended funds which have been paid to the Contractor pursuant to this Agreement;
- ii. Not incur any further obligations pursuant to this Agreement after the termination date;
- iii. Submit to the County, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to Contractor's performance of this Agreement; and
- iv. Furnishing within 30 days an inventory to the County of all equipment, appurtenances and property purchased by the Contractor through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

C. If the County terminates this Agreement for cause, the County may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the County to complete the services herein will be charged to the Contractor and/or set off against any sums due the Contractor.

D. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of the Agreement or failure to perform in accordance with applicable professional standards, and the County may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined. The

rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

17. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions). 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.

18. NOTICES

All notices required by this Agreement shall be sent to the addresses set forth above. Notices by the Contractor shall be addressed to the County Clerk, with a copy to the Oneida County Attorney. Notices shall be personally delivered or mailed by certified mail, return receipt requested. The parties may give written notice of a change of address. Notices may be given by facsimile transmission, provided that notice is also mailed within 24 hours thereafter. Notice shall be deemed to be received at the time of receipt of the facsimile transmission.

19. NON-DISCRIMINATION

- A. The Contractor acknowledges receipt of a copy of the County Equal Employment Opportunity Statement, a copy of which is reproduced below. The Contractor assures the County that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the County. The Contractor certifies to the County that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.
  
- B. The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and

the Contractor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this Agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the Agreement to subcontractors.

C. EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT:

The County will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law.

The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of Oneida County facilities on a non-- discriminatory basis.

The County will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed departmentheads, in all activities undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

20. GOVERNING LAW AND CHOICE OF FORUM

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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

**INFO QUICK SOLUTIONS, INC.**

\_\_\_\_\_  
By: Brian Owens  
Title: Vice President, Sales

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

**COUNTY OF ONEIDA, NY**

\_\_\_\_\_  
By: Anthony J. Picente, Jr.  
Title: Oneida County Executive

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

**APPROVED BY**

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

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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



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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

#### 17. AUDIT

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

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

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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

MINUTES  
ONEIDA COUNTY BOARD OF ACQUISITION AND CONTRACT

DATE: February 16, 2022; 11:00 a.m.

LOCATION: VIA-teleconference

Roll Call:

County Executive: Present

Chairman of the Board: Present

Commissioner of Public Works: Present

Report of Officials:

Motion to accept all items on the February 16, 2022 Board of Acquisition and Contract Agenda: Mr. Laramie

Second By: Mr. Fiorini

Ayes: 3

Nays: 0

1. Approval of an agreement between Empowered Pathways, Inc. and Oneida County (Contract #154224) for the operation of Family Group Conferencing (FGC) services. This agreement is for Family Group Conferencing (FGC) services. The contract term is from January 1, 2022 through December 31, 2022. The agreement will not exceed \$45,000.00 yearly. The County is responsible for 27.18% of the total: \$12,231.00. Upon the recommendation of Michal Romano and the Director of Purchasing.  
A6070.49548
2. Approval of an agreement between Black Creek Integrated Systems Corp., and Oneida County. Black Creek Integrated Systems Corp. will provide 24/7 maintenance and support of the Oneida County Correctional Facility's Sally Port Inmate Management System. The cost of this agreement is \$48, 878.000. The term of this agreement begins January 1, 2022 and ends December 31, 2022. Upon the recommendation of the Director of Purchasing.  
A3151.492
3. Approval of an agreement between Black Creek Integrated Systems Corp., and Oneida County. Black Creek Integrated Systems Corp. will provide a Level 2 Service Plan for the Oneida County Correctional Facility's Jail Management System. The cost of this agreement is \$48, 350.000. The term of this agreement begins January 1, 2022 and ends December 31, 2022. Upon the recommendation of the Director of Purchasing.  
A3151.492

4. Approval of an agreement between Alfred Candido and Oneida County. Mr. Candido will provide consulting and other services to the County on a variety of projects. The contract for this agreement is for a maximum amount payable of \$25,000.00. The term of this agreement begins February 5, 2022 and ends February 4, 2023. Upon the recommendation of James Genovese, II, Planning Commissioner and the Director of Purchasing.
5. Approval of an agreement between John S. Balzano and Oneida County. Mr. Balzano will provide services including, but not limited to, legal services related to real property transactions. The contract for this agreement is for a maximum amount payable of \$50,000.00. The term of this agreement begins March 7, 2022 and ends March 6, 2023. Upon the recommendation of the County Attorney and the Director of Purchasing.
6. Approval of an agreement between Info Quick Solutions, Inc. (IQS) and Oneida County). Info Quick Solutions, Inc. (IQS) will provide an electronic document management system that integrates all aspects of the County Clerk's Office that includes property information, civil court filings, and all other records that are kept in the Clerk's Office. The contract for this agreement is for a maximum amount payable of \$170,400.00. The term of this agreement begins on March 1, 2022 and ends February 28, 2023. Upon the recommendation of the County Clerk and the Director of Purchasing.  
A1410.495
7. Approval of an agreement between Excelsior Sports Group, LLC, and Oneida County. Excelsior Sports Group will provide consultation services in several areas. These will include, but not be limited to, the AHL outdoor game, E-sports, corporate development, strategic planning, government relations and any other deliverables agreed upon by County and Consultant. The contract for this agreement is for a maximum amount payable of \$48,000.00. The term of this agreement begins January 1, 2022 and ends December 31, 2022. Upon the recommendation of James Genovese, II, Planning Commissioner and the Director of Purchasing.  
6414.495
8. Approval of a change order # 004 in the amount of \$893.00, to Beebe construction (Contract #H1848702) to install an expansion joint, repair and paint cracked drywall in the corridor along RAMP A41 at the 911 Emergency Services Facility. The original contract amount was \$1,022,700.00 and the new proposed amount to date is \$1,016,038.89. Upon the recommendation of Nicholas DiGennaro, P.E., CFM, Deputy Commissioner of Engineering.  
H-609
9. Approval of a correction to approved agenda Item No. 7 in the December 15, 2021, Acquisition & Contract meeting minutes. Subparagraph B. shall read:  
B. REDUCE the amount included in Contractor Pay Item A-49b entitled "Additional Contingency" by the amount of \$604,242.84 such that the amount in Pay Item A-49b is reduced from \$2,287,236.00 to \$1,682,993.16

10. Approval of an agreement between Parkway Drugs of Oneida Co., Inc. and Oneida County. Parkway drugs of Oneida Co., Inc. will provide services including, but not limited to, consultation services to The Health Department Clinic to review practices and inform the Clinic when new pharmacy requirements occur. The contract for this agreement is for a maximum amount payable of \$6,000.00. The term of this agreement begins January 1, 2022 and ends December 31, 2025. Upon the recommendation of Daniel W. Gilmore, Director of Health and the Director of Purchasing.
  
11. Acceptance of a proposal from Midlantic Environmental, Inc. in the amount of \$1,500.00. Midlantic Environmental will be performing a small asbestos abatement project in the phone room at the County Office Building. Oneida County solicited proposals from qualified contractors and an award to Midlantic Environmental is recommended. Upon recommendation of Nicholas DiGennaro, P.E., CFM Deputy Commissioner of Engineering.  
H-609
  
12. Approval of an agreement between McCarthy & Conlon, LLP, Certified Public Accountants and Oneida County. McCarthy & Conlon, LLP, Certified Public Accountants will provide services including, but not limited so, auditing the annual report of the Public Health Clinic. The contract for this agreement is for a maximum amount payable of \$22,000.00. The term of this agreement begins January 1, 2022 and ends December 31, 2025. Upon the recommendation of Daniel W. Gilmore, Director of Health and the Director of Purchasing.
  
13. Approval of an agreement between New Hartford Animal Hospital Care Center PLLC. and Oneida County. New Hartford Animal Hospital Care Center PLLC. will provide technical and professional services for the administration of rabies vaccine to domestic dogs, cats and ferrets. The total of funding requested is \$1,000.00. Rabies expenses of all types, up to \$28,068.00, are reimbursed at 100% by New York State. Expenditures over \$28,068.00 are reimbursed at 36% by New York State. The term of this agreement begins January 1, 2022 and ends December 31, 2024. Upon the recommendation of Daniel W. Gilmore, Director of Health and the Director of Purchasing.
  
14. Acceptance of a proposal from Delta EAS in the amount of \$67, 250.00 to provide design services for various bridge and structure replacement projects to be constructed in 2022. Included projects are:
  1. Replacement of Structure C1-53, Fuller Road over Tributary Steuben Creek, Steuben
  2. Replacement of Structure C1B-53, Fuller Road over Tributary Steuben Creek, Steuben
  3. Replacement of Structure C1B-58, Floyd-Camroden Road over Six Mile Creek, Floyd

Oneida County Solicited proposals from qualified contractors and an award to Delta EAS is recommended. Upon the recommendation of Nicholas DiGennaro, P.E., CFM Deputy Commissioner of Engineering.

H-615



15. Approval of Change Order # 4 (Contract #86501) to Bonacci Architects for \$15,656.00 to prepare plans to replace critical components of the Oneida County Office Building Parking Garage HVAC System. Critical components of the HVAC system must be replaced to provide adequate ventilation and avoid future garage closures due to HVAC system failure. The scope of work would include replacing +50-year-old equipment including controls, exhaust fan, intake fan, and exhaust ductwork. This work is unanticipated, and preparation of required plans and specifications is not included in Bonacci Architect's current scope of work. Original Contract price was \$110,520.00. Proposed contract to date is \$292,421.00. Upon the recommendation of Nicholas DiGennaro, P.E., CFM Deputy Commissioner of Engineering.  
H-454
16. Approval of an agreement between Adirondack Veterinary Service P.C. and Oneida County. Adirondack Veterinary Service P.C. will provide technical and professional services for the administration of rabies vaccine to domestic dogs, cats and ferrets. The total of funding requested is \$5,000.00. Rabies expenses of all types, up to \$28,068.00, are reimbursed at 100% by New York State. Expenditures over \$28,068.00 are reimbursed at 36% by New York State. The term of this agreement begins January 1, 2022 and ends December 31, 2024. Upon the recommendation of Daniel W. Gilmore, Director of Health and the Director of Purchasing.
17. Approval of a settlement between Katherine Rounds and Oneida County. An Oneida County Sherriff's Deputy was responding to a call when he proceeded through an intersection in the Village of Camden. This resulted in the Deputy striking a vehicle operated by Katherine Rounds. This resulted in a property claim damage arising out of the incident which occurred on June 12, 2021. The damages to the Claimant's vehicle totaled \$2,957.24. Upon the recommendation of Adjuster Gus Boucher and County Attorney Peter Rayhill.

Motion to Adjourn: Mr. Laramie

Second By: Mr. Fiorini

Submitted by,



Mark E. Laramie, P.E., Secretary  
Board of Acquisition and Contract

February 22, 2022 | 2:20 pm

# COVID-19 Vaccines

Children ages 5+ are eligible for the C  
children ages 12+ are eligible for a bo  
guardians: make sure your child gets v  
up to date with all recommended dose  
VAX FOR KIDS >

## Department of State Division of Corporations

### Entity Information

[Return to Results](#)

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#### Entity Details

**ENTITY NAME:** INFO QUICK SOLUTIONS, INC.

**DOS ID:** 2361614

**FOREIGN LEGAL NAME:**

**FICTITIOUS NAME:**

**ENTITY TYPE:** DOMESTIC BUSINESS CORPORATION

**DURATION DATE/LATEST DATE:**

**SECTION OF LAW:** 402 BCL - BUSINESS CORPORATION LAW

**ENTITY STATUS:** ACTIVE

**DATE OF INITIAL DOS FILING:** 03/29/1999

**REASON FOR STATUS:**

**EFFECTIVE DATE INITIAL FILING:** 03/29/1999

**INACTIVE DATE:**

**FOREIGN FORMATION DATE:**

**STATEMENT STATUS:** PAST DU

**COUNTY:** ONONDAGA

**NEXT STATEMENT DUE DATE:**

**JURISDICTION:** NEW YORK, UNITED STATES

**NFP CATEGORY:**

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSI](#)

#### Service of Process Name and Address

**Name:** THE CORPORATION

**Address:** 7460 MORGAN RD, LIVERPOOL, NY, UNITED STATES, 13090

#### Chief Executive Officer's Name and Address

**Name:** BERNARD J OWENS

Farmcorpflag

**Is The Entity A Farm Corporation: NO**

Stock Information

Share Value	Number Of Shares	Value P
NO PAR VALUE	200	\$0.00