



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 March 9, 2022 MEETING

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2022-062 . . .	Read & Filed	
2022-063 . . .	Read & Filed	
2022-064 . . .	Read & Filed	
2022-065 . . .	Read & Filed	
2022-066 . . .	Read & Filed	
2022-067 . . .	Ways & Means	
2022-068 . . .	Public Safety, Ways & Means	
2022-069 . . .	Public Safety, Ways & Means	
2022-070 . . .	Public Safety, Ways & Means	
2022-071 . . .	Government Operations, Ways & Means	
2022-072 . . .	Public Works, Ways & Means	
2022-073 . . .	Public Works, Ways & Means	
2022-074 . . .	Public Works, Ways & Means	
2022-075 . . .	Public Works, Ways & Means	
2022-076 . . .	Public Works, Ways & Means	
2022-077 . . .	Health & Human Services, Ways & Means	
2022-078 . . .	Health & Human Services, Ways & Means	
2022-079 . . .	Health & Human Services, Ways & Means	
2022-080 . . .	Health & Human Services, Ways & Means	
2022-081 . . .	Health & Human Services, Ways & Means	
2022-082 . . .	Health & Human Services, Ways & Means	
2022-083 . . .	Health & Human Services, Ways & Means	
2022-084 . . .	Health & Human Services, Ways & Means	
2022-085 . . .	Public Safety, Ways & Means	
2022-086 . . .	Public Works, Ways & Means	

AVAILABLE ON WEBSITE ONLY
www.ocgov.net



ONEIDA COUNTY BOARD OF LEGISLATORS

George Joseph, Majority Leader

7315 Merriman Road ♦ Clinton, New York 13323

Phone: (315) 853-3006 ♦ Email: nrthstr40@aol.com

FN 20 22-062

January 27, 2022

READ & FILED

Board of Legislators
800 Park Avenue
Utica, New York 13501

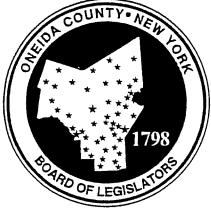
Honorable Members:

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

Said appointment is effective immediately.

Respectfully submitted,

George Joseph
Majority Leader



ONEIDA COUNTY BOARD OF LEGISLATORS

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

FN 20 22-063

January 27, 2022

Board of Legislators
800 Park Avenue
Utica, New York 13501

READ & FILED

Honorable Members:

Pursuant to the Rules of the Board of Legislators, I hereby appoint Mary Pratt as Vice Chair for the 2022-2023 term of this Board.

Said appointment is effective immediately and shall expire on December 31, 2023.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gerald J. Fiorini".

Gerald J. Fiorini
Chairman of the Board



ONEIDA COUNTY BOARD OF LEGISLATORS

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

January 27, 2022

FN 20 22 - 064

Board of Legislators
County of Oneida
800 Park Avenue
Utica, NY 13501

READ & FILED

Honorable Members:

I hereby appoint Jennifer Scoones to the position of Secretary to the Board of Legislators.
This appointment is effective January 1, 2022 and will expire December 31, 2023.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Gerald J. Fiorini".

Gerald J. Fiorini
Chairman of the Board

CC: Audit & Control
Personnel



ONEIDA COUNTY BOARD OF LEGISLATORS

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

FN 20 22-065

January 27, 2022

READ & FILED

Board of Legislators
800 Park Avenue
Utica, New York 13501

Honorable Members:

Pursuant to the Rules of the Board, I hereby appoint County Legislator Michael B. Waterman to serve as Parliamentarian of the Oneida County Board of Legislators for the 2022-2023 term.

This appointment is effective immediately and will expire on December 31, 2023.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board



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

FN 20 22-066
READ & FILED

FN 2022-

A MEMORIALIZING PETITION declaring Feb. 12, 2022, World Cholangiocarcinoma Day in Oneida County.

SPONSORS: Messrs Fiorini, DiMaggio, Waterman, Myers, Koenig and Mme. Rogers-Witt.

WHEREAS, the Oneida County Board of Legislators is pleased to recognize and observe Feb. 12, 2022, as World Cholangiocarcinoma Day in commemoration of all patients and caregivers impacted by the rare, lethal cancer, and

WHEREAS, founded in 2006, in Salt Lake City, Utah, by a family who lost a loved one to cholangiocarcinoma, the Cholangiocarcinoma Foundation has grown to become the leading global resource in research, education, and public awareness, and

WHEREAS, cholangiocarcinoma starts in the bile duct, a thin tube, about four to five inches long, that reaches from the liver to the small intestine, and

WHEREAS, there are three types of cholangiocarcinoma, Intrahepatic, extrahepatic and perihilar, and the mortality rate has increased dramatically in the last decade, and

WHEREAS, an estimated 10,000 people in the United States develop cholangiocarcinoma each year, and almost 2 out of 3 people with cholangiocarcinoma are 65 or older when it is found, and

WHEREAS, the chances of survival for patients with bile duct cancer depends to a large extent on its location and how advanced it is when it is found, and

WHEREAS, patients are typically diagnosed at a late stage due to no validated early method of detection, and

WHEREAS, symptoms of jaundice, abdominal pain, itchy skin and weight loss are symptoms that do not usually present till advanced disease progression; and

WHEREAS, cholangiocarcinoma is a rare cancer. Of the top 8 deadliest cancers, 7 are rare. Rare cancers have a 5-year survival rate under 50% with the cholangiocarcinoma 5-year survival rate being approximately 20%, and

WHEREAS, there is currently no cure for cholangiocarcinoma/bile duct cancer, and

WHEREAS, foundations, research and teaching hospitals, rare cancer advocacy groups, and patient advocacy groups from around the globe have joined forces to recognize Feb. 12 of each year as World Cholangiocarcinoma Day, and

WHEREAS, increased cholangiocarcinoma advocacy, awareness, research, and education will bring improved outcomes for patients in earlier detection and treatment and potential curative methods, and

WHEREAS, the family of Brian Mandryck, former Oneida County Legislator who fought a long and courageous battle with cholangiocarcinoma, hopes to bring awareness of this rare and devastating disease, and

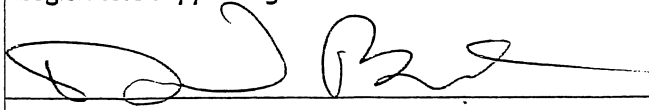
THEREFORE, BE IT RESOLVED that Oneida County Board of Legislators urges all citizens to support the Cholangiocarcinoma Foundation,

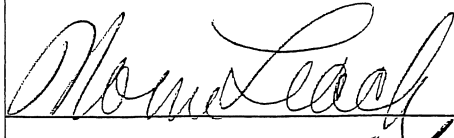
AND BE IT FURTHER RESOLVED that the Board of Legislators is committed to the continued support of research for treatment and a cure of cholangiocarcinoma and encourages all citizens to Light it Green for CCA in support of World Cholangiocarcinoma Day and support the Cholangiocarcinoma Foundation for its role in our communities to support patients and render bile duct cancer a treatable disease.

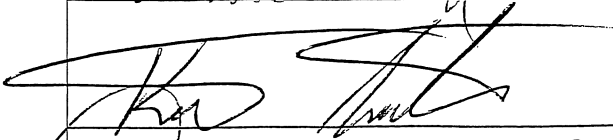
Feb. 9, 2022

Legislators Supporting Petition

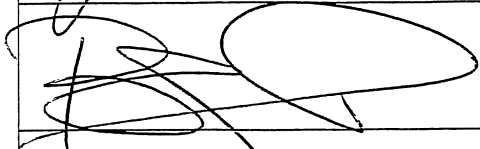
Legislators Opposing Petition

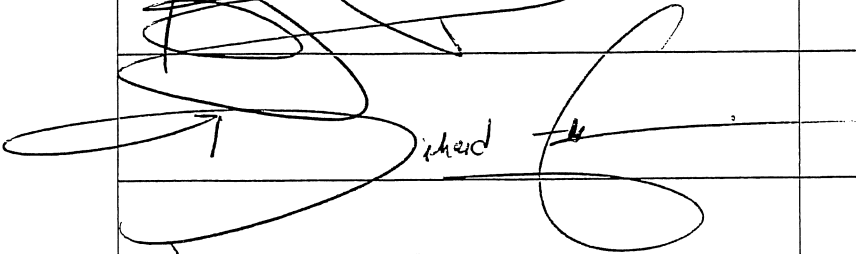















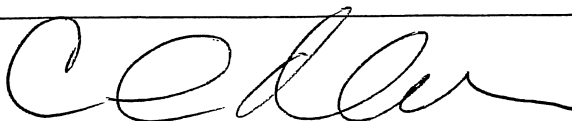


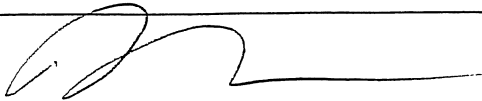












Legislators Supporting Petition	Legislators Opposing Petition
Robert Rooney	
Deepest Justice	

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 BOARD OF LEGISLATORS

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

January 28, 2022

FN 20 22 067

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

WAYS & MEANS

Honorable Members:

Pursuant to Article 25AA, Section 302, and by recommendation of the Farmland Protection Board (FPB), I hereby make the following appointments to the Farmland Protection Board. All appointments will be effective immediately.

The FPB recommended the reappointments of **Andy Gale**, 7889 Canning Factory Road, **Waterville, NY 13480** representing agri-business, **Paul van Lieshout**, 6940 Collins Rd., **Durhamville, NY 13054** representing the farm community, and new member **Bill Tylutki**, 10230 Black Hollow Road, **Remsen, NY 13438** representing farm community. These appointments will be effectively immediately, terms expiring December 31, 2025.

These appointments do not require Board of Legislators approval.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

Cc: Appointees
Farmland Protection Board members



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

XXX ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ James J. Genovese II ♦ Kathy Pilbeam ♦ George Joseph

Oneida County Board Of Legislature
Mr. Gerald J. Fiorini, Chairman
800 Park Ave.
Utica, NY 13501
December 16, 2021

Dear Chairman Fiorini,

There are three vacancies in 2022 for the Oneida County Agricultural and Farmland Protection Board. At the December 15, 2021 meeting, the Board has nominated and is recommending for your consideration the following appointments to the OCAFP Board for a four year term as follows:

Re-appoint Mr. Paul vanLieshout, Durhamville, NY
Re-appoint Mr. Andy Gale, Waterville, NY
New appointment Mr. Bill Tylutki, Remsen, NY

Please accept these nominations.

Thank you.

Brymer Humphreys
Chairman Oneida County Agricultural and Farmland Protection Board



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

February 7, 2022

FN 20 22-068

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of the attached contract with Madison-Oneida BOCES. This contract will pay for (1) Deputy currently used as a School Resource Officer at Madison-Oneida BOCES from July 1, 2021- June 30, 2024.

If you find the enclosed contract acceptable, please forward to the Board of Legislators for further review and approval.

I would like to thank you for your time and diligent attention to this matter in advance. If you have and questions, require clarification or seek additional information from 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

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

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

Date 2-7-22



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

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida Co. Department: Sheriff's Office

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Madison-Oneida BOCES
4937 Spring Road
Verona, New York 13478

Title of Activity or Service: School Resource Officer Initiative

Proposed Dates of Operation: July 1, 2021- June 30, 2024

Client Population/Number to be Served: Members of Madison-Oneida BOCES

Summary Statements:

1) **Narrative Description of Proposed Services:** Placement of one (1) School Resource Officer (SRO) at the Madison-Oneida BOCES building. The SRO will provide a sense of security and create a community-focused police presence within the school building.

2) **Program/Service Objectives and Outcomes:** Give students role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to all students and staff.

3) **Program Design and Staffing:** School Resource Officer to be utilized in the Madison-Oneida BOCES building in 2021-2024.

Total Funding Requested: Approximately \$238,500.00 **Account #** A2735.1 (Revenue)

Oneida County Dept. Funding Recommendation: Approximately \$238,500.00

Proposed funding sources (Federal\$/State\$/County\$): Madison-Oneida BOCES

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Madison-Oneida BOCES will reimburse the Sheriff's Office for 100% of the cost of 1 SRO during the 2021-2024 school years.

Mandated Service: _____ Yes X No

Additional County Costs: _____ Yes X No

AGREEMENT BETWEEN
ONEIDA COUNTY, through the ONEIDA COUNTY SHERIFF'S OFFICE,
and
the MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATION
SERVICES

SCHOOL RESOURCE OFFICER

THIS AGREEMENT (the "Agreement") is made and entered into by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York, 13424, hereinafter referred to as the "OCSO," and Madison-Oneida BOCES, a Board of Cooperative Educational Services and supervising school district organized and existing under the laws of the State of New York, with its principal offices located at 4937 Spring Road, Verona, New York 13478, hereinafter referred to as the "BOCES" (each individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the BOCES wishes to secure the services of one (1) School Resource Officer (SRO) for the 2021-2022, 2022-2023, 2023-2024 school years to serve as law enforcement officers when necessary, role models, and as educational resources to students and families at the BOCES facilities; and

WHEREAS, the County, the OCSO, and the BOCES wish to enter into an agreement to provide educational support, law enforcement and mentorship services to the students, staff, and faculty of the BOCES; and

WHEREAS, the County, the OCSO and the BOCES agree that the Parties' goals are the following:

1. To establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of the BOCES;
2. To increase the physical presence of the SRO within the BOCES facilities;
3. To decrease the number of incidents involving outside police intervention at the BOCES facilities;
4. To increase a sense of safety and order within the school setting; and
5. To provide counseling, advice, and education to troubled students and staff within the BOCES; and

WHEREAS, the OCSO has the personnel possessing the requisite skills and expertise to provide such services to the BOCES;

NOW THEREFORE, in consideration of the mutual promises made herein, the County, the OCSO, and the BOCES agree as follows:

1. **Assignment of the SRO.** The OCSO shall assign one (1) uniformed SRO to serve at the Madison-Oneida BOCES campus for Alternative, Special, and Career & Technical educational programs in Verona, NY, according to a schedule established by mutual agreement between the Sheriff and the BOCES.
2. **Supervision of the SRO.** Each SRO will be under the supervision of a designated member of the OCSO Law Enforcement Division and shall coordinate his or her activities at the BOCES with the Director or designee.
3. **Term of Agreement.** This Agreement is effective beginning on July 1, 2021 and expires on June 30, 2024, without notice, unless terminated earlier as provided in this Agreement (the "Term").
4. **Compensation.**
 - a. Basic Payment. As of the execution of this Agreement, the County and the OCSO are engaged in collective bargaining negotiations with the union representing the SROs. The current collective bargaining agreement (CBA) that covers the SROs expired on December 31, 2020, and salary and benefits for the SROs may be subject to a retroactive change to that date. As of the execution of this Agreement, the rate for payment for SROs from July 1, 2021 to December 31, 2021 is thirty-nine thousand seven hundred and fifty dollars (\$39,750.00), and the BOCES agrees to pay the same to the County for the services of the SRO for that time period. Rates beyond that date, and any potential retroactive payment are not known at this time. Rate changes, including any prospective increases and any retroactive increases, will be provided to the BOCES within ten (10) days after the Oneida County Board of Legislators ratifies a new CBA and shall be effective for purposes of payment to the County by the BOCES upon the date(s) specified in the CBA.
 - i. This cost covers the normal work week (Monday – Friday, 7:30 AM to 3:30 PM), up to the maximum regular hours per week, not to exceed forty (40) hours each.
 - ii. The estimated rates for compensation under this Agreement shall be adjusted, and the actual rates reconciled with payments made as of the effective date of CBA that is or becomes effective during the Term of this Agreement, and the Parties acknowledge that any future CBA could include retroactive salary increases for which the BOCES will be responsible. In the event that such reconciliation results in a credit to the BOCES, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due the County, it shall be included in the next payment.

- b. Additional Hours. Should the BOCES, upon request of the principal or designee, wish to have the SRO perform additional work or be present at times over and above the regular school day hours agreed upon by the Parties, the BOCES will be billed based on the applicable hourly overtime rate at the time. The BOCES shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly.
- c. Incidental and Unrelated Costs. Incidental costs, including uniforms, equipment, radio, vehicle and ongoing training costs, shall be covered by the County. Any time spent by the SRO that is not related to the interest of the BOCES will not be considered time worked as an SRO or reimbursed by the BOCES. Any expenses or financial obligations made by an SRO without the prior approval of the BOCES will not become the responsibility of the BOCES.
- d. Travel Costs. In the event a SRO incurs travel costs between BOCES facilities during the school day, the BOCES shall reimburse the OCSO at the IRS standard mileage rate upon receipt of an invoice. Travel costs shall be paid in accordance with (e) below.
- e. Billing & Payment. The OCSO shall submit an invoice for payment of the Agreement fee to the BOCES on a bi-weekly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The BOCES shall reimburse the County the sum due in each statement within thirty (30) days of receipt of the same.

5. **Duties of the SRO.** The duties of the SRO shall be as follows:

- a. Work to prevent juvenile delinquency through close contact and positive relationships with students;
- b. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
- c. Act as mentors to students by being visible within the BOCES buildings, and by attempting to develop a rapport with students;
- d. Develop a working relationship with the staff of the BOCES;
- e. Be visible within the school community, attend and participate in school functions;
- f. Work closely with teachers and BOCES personnel to develop and implement education, training and consultation to students and/or staff to support the educational efforts of the BOCES;
- g. Work with guidance counselors and other student support staff to assist students and provide services to students involved in situations where referrals to outside agencies are necessary;
- h. Enforce New York State laws, rules, and regulations;
- i. The SRO shall comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest procedures of the OCSO;
- j. Investigate or assist in the investigation of incidents involving misconduct of students, staff, visitors and others on school property, under the direction

of the Director of Alternative and Special Education Programs, or his/her designee;

- k. Investigate or assist in the investigation of criminal activity occurring on and in the vicinity of school grounds, and provide appropriate documentation reporting the nature and results of such investigations;
- l. Report all violations of law, Code of Conduct, school rules, regulations, or policies to BOCES administration for disciplinary purposes. The SRO shall not take any action that would be considered student discipline. Any and all student disciplinary actions are delegated to BOCES administration. A detention or arrest of a student on campus may only be initiated in cases where there is a risk of serious injury or risk to life, risk of significant destruction of BOCES property, or unless otherwise approved by the BOCES Superintendent or their designee.
- m. The SRO is prohibited from detaining or questioning students about their immigration status.

6. **OCSO Responsibilities.** The OCSO agrees as follows:

- a. To provide one (1) SRO who:
 - i. Is a sworn law enforcement police officer;
 - ii. Possesses a minimum of forty (40) hours of specialized SRO training;
 - iii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 - iv. Demonstrates:
 - A. Effective verbal and written communication skills;
 - B. The ability to relate to youth, especially the "at risk" and "special needs" populations;
 - C. A working knowledge of social service providers and other community justice and school resources;
 - D. An ability to identify and recommend solutions to complex behavioral and social problems; and
 - E. A genuine interest in at-risk youth;
 - v. Meets all education and experience requirements as set forth by New York State.
- b. To ensure the SRO spends an average of forty (40) hours per week on-site at the BOCES's facilities between September and June;
- c. To ensure the assigned SRO attends trainings scheduled by the BOCES;
- d. To provide trainings at the request of the BOCES Superintendent, the Assistant Superintendent of Curriculum and Instruction, or the Director of the Alternative and Special Education Programs, on topics including but not limited to law enforcement processes and procedures when law enforcement assistance is requested by BOCES (i.e. during a 941 incident) to parents, students, staff, and other staff on campus; and
- e. To submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.

7. **BOCES's Responsibilities.** The BOCES's responsibilities are as follows:
- a. To designate an employee as the BOCES representative through which day-to-day business contact will be conducted with the SRO;
 - b. To provide the SRO with full access to school facilities, personnel, and students;
 - c. To ensure that school personnel, Board of Education members, students, and parents are informed of the duties and presence of the SRO on campus;
 - d. To provide time and appropriate space for the SRO to interact with staff, students, and parents; and
 - e. To provide space for the SRO to store instructional materials and perform necessary tasks directly related to the SRO program.
8. **Confidentiality and Disclosure of Records.**
- a. Confidentiality. The County, the OCSO, and the BOCES agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
 - b. Records Disclosure. The County, the OCSO, and the BOCES agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addendum A are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal and teacher information from disclosure.
 - c. HIV-Related Information.
 - i. Non Discrimination. The OCSO, the County, and the assigned SRO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection from an HIV-related test. It is agreed that the OCSO, and any member of the OCSO staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
 - ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:
"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both.

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

- d. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the LGS-1 Records Retention & Disposition Schedule adopted by the BOCES. This subdivision shall survive termination of this Agreement.

9. **Requirements of New York State Education Law Section 2-d**

- a. The services performed under this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII"), as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SRO. The exclusive purpose for which the referenced PII will be used is the delivery of SRO services provided under the Agreement. Upon expiration of this Agreement, the SRO must securely destroy or return all PII to the BOCES that remains in the SRO's possession.
- b. If PII is disclosed to the SRO by the BOCES for purposes of the SRO providing services to the BOCES, the SRO, OCSO and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the Laws of 2014), as well as any implementing regulations and/or any data privacy policy adopted by the BOCES:
 - i. Any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on federal and state law governing confidentiality of such data prior to receiving access;
 - ii. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - iii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
 - iv. Except for authorized representatives of the third party contractor to the extent they are carrying out the Agreement, not disclose any PII to any other party:
 - i. Without prior written consent of the parent or eligible student; or
 - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the County, BOCES, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

- v. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
 - vi. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- c. Attached hereto and incorporated herein is the Contract Addendum Protection of Student Personally Identifiable Information (“Addendum”) agreed to by the Parties to assure confidentiality of student records during, and where applicable after, the Term of this Agreement. The Parties agree that the terms of the attached and incorporated Addendum shall amend or modify, and shall take precedence over, any less protective privacy and security standards or terms set forth in any other data privacy and security agreement or policy, adopted and followed by OCSO and/or the County.

10. **Resolution of Issues, Termination.**

- a. Either Party may terminate this Agreement for any reason by providing sixty (60) days written notice to the other Party.
- b. In case of deficiencies of service or other SRO programmatic issues, the BOCES will first develop an Action Plan in concert with the OCSO to address the issues. In the event that the issues cannot be resolved through the Action Plan, the BOCES reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- c. If issues arise that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the BOCES. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- d. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under this Agreement which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance. Each Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim.
- e. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services set forth in this Agreement, the BOCES and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the

other Party. In such an event, the BOCES shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the BOCES or for any actual or consequential damages as a result of termination.

- f. In case of termination of this Agreement, the BOCES will be provided with all documents, notes, memoranda and reports (if any) with respect to the SRO services up to the effective termination date of the Agreement.

11. **Independent Contractors.** It is expressly understood and agreed that the legal status of the OCSO and its officers and employees is that of an independent contractor, and in no manner shall the SRO be deemed to be an employee of the BOCES. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SRO, as its employees, would otherwise be entitled by law, including health benefits, retirement benefits, and all necessary insurances for its employees, including worker's compensation, disability, and unemployment insurance, and to provide the BOCES with certification of such insurance upon request. The County remains responsible for all applicable Federal, State and Local taxes, and all FICA contributions.

12. **Indemnification & Insurance.**

- a. Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party or the Indemnifying Party's employee's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.
- b. The BOCES agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The BOCES shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - iii. The County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
 - iv. Workers' Compensation and Employer's Liability
 - i. Statutory limits apply.
 - v. Commercial Umbrella
 - i. Umbrella limits must be at least \$1,000,000.
 - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
 - vi. Waiver of Subrogation: The BOCES waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
 - vii. Certificates of Insurance: Prior to the start of any services, the BOCES shall provide certificates of insurance to County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the BOCES's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- c. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with

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

- i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
- ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- iii. The BOCES shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.
- iv. Workers' Compensation and Employer's Liability
 - i. Statutory limits apply.
- v. Commercial Umbrella
 - i. Umbrella limits must be at least \$1,000,000.
 - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
- vi. Waiver of Subrogation: The County waives all rights against the BOCES, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
- vii. Certificates of Insurance: Prior to the start of any services, the County shall provide certificates of insurance to BOCES. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the County's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies

will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the BOCES.

13. **No Special Duty.** Nothing in this Agreement shall create a special duty to the BOCES or to any third party, including but not limited to employees and students of the BOCES. The OCSO cannot promise or guarantee crime prevention, safety, or security.

14. **Suspension of Services.**

- a. The BOCES, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the BOCES. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, decrease in enrollment in a program or programs at the BOCES, discontinuation of a program or programs at the BOCES, government ordered closure (local, state, or federal), a force majeure event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the BOCES issues a written notice authorizing a resumption of Services.
- b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.
- c. The BOCES may suspend or terminate the Agreement upon 30-days written notice provided to the OCSO pursuant to a governmental order or BOCES determination that access to the BOCES's facilities must be restricted due to the impact of the COVID-19 pandemic, including but not limited to building closures resulting from the COVID-19 pandemic. The OCSO's compensation under the Agreement will be prorated for any period wherein services are not rendered pursuant to a written suspension under this Section, following this 30-day notice period. The SRO will recommence services following any suspension upon written request by the BOCES, provided the OCSO has SRO available to provide services on the date requested the suspension end.

15. **Notice.** All notices to the County should be sent to:

Oneida County- Law Department
800 Park Avenue
Utica, New York 13501

With a copy sent to OCSO at:

Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

All notices to the BOCES should be sent to:

Madison-Oneida BOCES
4937 Spring Road
Verona, NY 13478

16. **Advice of Counsel:** Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

17. **Assignment:** No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of both other Parties.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action arising from the performance of this Agreement shall be filed in a court of competent jurisdiction in Oneida County, New York.

19. **Severability.** In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

20. **Entire Agreement.** The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum A (New York Education Law § 2-d and Parents' Bill of Rights for Data Privacy and Security), Addendum B (Standard Oneida County Conditions). This Agreement shall be binding upon all Parties when fully signed and executed and upon approval of the appropriate governing bodies.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

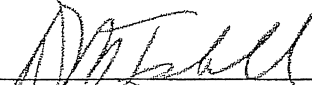
IN WITNESS WHEREOF, the County, the OCSO, and the BOCES have caused this Agreement to be executed as of the date below.

For Oneida County:

Anthony J. Picente, Jr.
County Executive

Date

For Madison-Oneida BOCES



Patrick Baron Donna Isbell
Board President

September 2, 2021
Date

Approved

Amanda L. Cortese-Kolasz
Deputy County Attorney - Administration

CONTRACT ADDENDUM
Protection of Student Personally Identifiable Information

1. Applicability of This Addendum

The Madison Oneida BOCES (“BOCES”) and County of Oneida, by and through the Oneida County Sheriff’s Office (“Vendor”) are parties to a contract dated _____ (“the underlying contract”) governing the terms under which Vendor, a municipal corporation organized and existing under the laws of the State of New York, will provide educational support, law enforcement and other appropriate services to the students, staff, and faculty of the District BOCES and related District BOCES programs. BOCES use of these Services results in Vendor receiving student personally identifiable information as defined in New York Education Law Section 2-d and this Addendum. The terms of this Addendum shall amend and modify the underlying contract and shall have precedence over terms set forth in the underlying contract and any on-line or other Terms of Use or Service published by Vendor.

2. Definitions

- 2.1 “Protected Information”, as applied to student data, means “personally identifiable information” as defined in 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act (FERPA) where that information is received by Vendor from BOCES or is created by the Vendor’s product or service in the course of being used by BOCES.
- 2.2 “Vendor” means the County of Oneida, by and through the Oneida County Sheriff’s Office.
- 2.3 “Educational Agency” means a school district, board of cooperative educational services, school, or the New York State Education Department; and for purposes of this Contract specifically includes BOCES.
- 2.4 “BOCES” means the Madison Oneida BOCES.
- 2.5 “Parent” means a parent, legal guardian, or person in parental relation to a Student.
- 2.6 “Student” means any person attending or seeking to enroll in an educational agency.
- 2.7 “Eligible Student” means a student eighteen years or older.
- 2.8 “Assignee” and “Subcontractor” shall each mean any person or entity that receives, stores, or processes Protected Information covered by this Contract from Vendor for the purpose of enabling or assisting Vendor to deliver the product or services covered by this Contract.
- 2.9 “This Contract” means the underlying contract as modified by this Addendum.

3. Vendor Status

Vendor acknowledges that for purposes of New York State Education Law Section 2-d it is a third-party contractor, and that for purposes of any Protected Information that constitutes education records under the Family Educational Rights and Privacy Act (FERPA) it is a school official with a legitimate educational interest in the educational records.

4. Confidentiality of Protected Information

Vendor agrees that the confidentiality of Protected Information that it receives, processes, or stores will be handled in accordance with all state and federal laws that protect the confidentiality of Protected Information, and in accordance with the BOCES Policy on Data Security and Privacy, a copy of which is Attachment B to this Addendum.

5. Vendor Employee Training

Vendor agrees that any of its officers or employees, and any officers or employees of any Assignee of Vendor, who have access to Protected Information will receive training on the federal and state law governing confidentiality of such information prior to receiving access to that information.

6. No Use of Protected Information for Commercial or Marketing Purposes

Vendor warrants that Protected Information received by Vendor from BOCES or by any Assignee of Vendor, shall not be sold or used for any commercial or marketing purposes; shall not be used by Vendor or its Assignees for purposes of receiving remuneration, directly or indirectly; shall not be used by Vendor or its Assignees for advertising purposes; shall not be used by Vendor or its Assignees to develop or improve a product or service; and shall not be used by Vendor or its Assignees to market products or services to students.

7. Ownership and Location of Protected Information

7.1 Ownership of all Protected Information that is disclosed to or held by Vendor shall remain with BOCES. Vendor shall acquire no ownership interest in education records or Protected Information.

7.2 BOCES shall have access to the BOCES Protected Information at all times through the term of this Contract. BOCES shall have the right to import or export Protected Information in piecemeal or in its entirety at their discretion, without interference from Vendor.

7.3 Vendor is prohibited from data mining, cross tabulating, and monitoring data usage and access by BOCES or its authorized users, or performing any other data analytics other than those required to provide the Product to BOCES. Vendor is allowed to perform industry standard back-ups of Protected Information. Documentation of back-up must be provided to BOCES upon request.

7.4 All Protected Information shall remain in the continental United States (CONUS) or Canada. Any Protected Information stored, or acted upon, must be located solely in data centers in CONUS or Canada. Services which directly or indirectly access Protected Information may only be performed from locations within CONUS or Canada. All helpdesk, online, and support services which access any Protected Information must be performed from within CONUS or Canada.

8. Purpose for Sharing Protected Information

The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the product or services that are the subject of this Contract to BOCES.

9. Downstream Protections

Vendor agrees that, in the event that Vendor subcontracts with or otherwise engages another entity in order to fulfill its obligations under this Contract, including the purchase, lease, or sharing of server space owned by another entity, that entity shall be deemed to be an "Assignee" of Vendor for purposes of Education Law Section 2-d, and Vendor will only share Protected Information with such entities if those entities are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable New York State and federal laws.

10. Protected Information and Contract Termination

10.1 The expiration date of this Contract is defined by the underlying contract.

10.2 Upon expiration of this Contract without a successor agreement in place, Vendor shall assist BOCES in exporting all Protected Information previously received from, or then owned by, BOCES.

10.3 Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities.

10.4 Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.

10.5 To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers removed) derived from Protected Information, they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

10.6 Upon request, Vendor and/or its subcontractors or assignees will provide a certification to BOCES from an appropriate officer that the requirements of this paragraph have been satisfied in full.

11. Data Subject Request to Amend Protected Information

11.1 In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by the BOCES for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).

11.2 Vendor will cooperate with BOCES in retrieving and revising Protected Information, but shall not be responsible for responding directly to the data subject.

12. Vendor Data Security and Privacy Plan

12.1 Vendor agrees that for the life of this Contract the Vendor will maintain the administrative, technical, and physical safeguards described in the Data Security and Privacy Plan set forth in Attachment C to this Contract and made a part of this Contract.

12.2 Vendor warrants that the conditions, measures, and practices described in the Vendor's Data Security and Privacy Plan:

- a. align with the NIST Cybersecurity Framework 1.0;
- b. equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection;
- c. outline how the Vendor will implement all state, federal, and local data security and privacy contract requirements over the life of the contract, consistent with the BOCES data security and privacy policy (Attachment B);
- d. specify the administrative, operational and technical safeguards and practices it has in place to protect Protected Information that it will receive under this Contract;
- e. demonstrate that it complies with the requirements of Section 121.3(c) of this Part;
- f. specify how officers or employees of the Vendor and its assignees who have access to Protected Information receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
- g. specify if the Vendor will utilize sub-contractors and how it will manage those relationships and contracts to ensure Protected Information is protected;

- h. specify how the Vendor will manage data security and privacy incidents that implicate Protected Information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify BOCES; and
- i. describe whether, how and when data will be returned to BOCES, transitioned to a successor contractor, at BOCES option and direction, deleted or destroyed by the Vendor when the contract is terminated or expires.

13. Additional Vendor Responsibilities

Vendor acknowledges that under Education Law Section 2-d and related regulations it has the following obligations with respect to any Protected Information, and any failure to fulfill one of these statutory obligations shall be a breach of this Contract:

- 13.1 Vendor shall limit internal access to Protected Information to those individuals and Assignees or subcontractors that need access to provide the contracted services;
- 13.2 Vendor will not use Protected Information for any purpose other than those explicitly authorized in this Contract;
- 13.3 Vendor will not disclose any Protected Information to any party who is not an authorized representative of the Vendor using the information to carry out Vendor's obligations under this Contract or to the BOCES unless (1) Vendor has the prior written consent of the parent or eligible student to disclose the information to that party, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to BOCES no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- 13.4 Vendor will maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Information in its custody;
- 13.5 Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
- 13.6 Vendor will notify the BOCES of any breach of security resulting in an unauthorized release of student data by the Vendor or its Assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of the breach; and

13.7 Where a breach or unauthorized disclosure of Protected Information is attributed to the Vendor, the Vendor shall pay for or promptly reimburse BOCES for the full cost incurred by BOCES to send notifications required by Education Law Section 2-d.

For Oneida County:

Anthony J. Picente, Jr.
County Executive

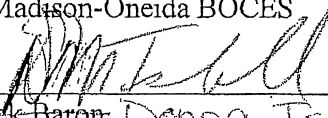
Date

For the Oneida County Sheriff's Office:

Robert M. Maciol
Oneida County Sheriff

Date

For Madison-Oneida BOCES



~~Patrick Baron~~ Donna Isbell
Board President

September 2, 2021
Date

Attachment A – Parents’ Bill of Rights for Data Security and Privacy

Parents Bill of Rights for Data Privacy and Security
Madison-Oneida BOCES

Madison-Oneida BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our operations.

Madison-Oneida BOCES, and its Mohawk Regional Information Center, also provide component school districts, and other participating educational agencies, with access to and support for educational technology through centralized contracting with educational technology vendors.

To assist in meeting legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law, Madison-Oneida BOCES has posted this Parents Bill of Rights for Data Privacy and Security.

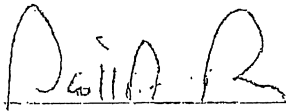
- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in **Student Records Policy, No. 7050**.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available at <http://www.nysed.gov/data-privacy-security/student-data-inventory> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed.
 - Parents may make a written report of a possible breach of student data to the Madison-Oneida BOCES Data Protection Officer by submitting the Unauthorized Release of Student Data Complaint Form, found at: https://moboces.org/quick_links/parent_resources/data_privacy, by email to DataProtectionOfficer@moboces.org or by regular mail to Data Protection Officer, Madison-Oneida BOCES, 4937 Spring Road, P.O. Box 168, Verona, NY 13478.

- Complaints may also be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

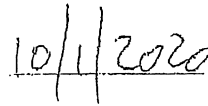
Supplemental Information About Third Party Contracts

We are compiling the following information about each agreement between Madison-Oneida BOCES and an outside party that receives protected student data, or protected principal or teacher data, from BOCES or a participating school district: (1) the exclusive purposes for which the data will be used, (2) how the contractor will ensure that any subcontractors it uses will abide by data protection and security requirements, (3) when the contract expires and what happens to the data at that time, (4) if and how an affected party can challenge the accuracy of the data that is collected, (5) where the data will be stored, and (6) the security protections taken to ensure the data will be protected, including whether the data will be encrypted.

Links to the Supplemental Information about third party contracts can be found at:
https://moboces.org/quick_links/parent_resources/data_privacy.



Scott Budelmann
District Superintendent



Date

Attachment B – BOCES Policy

Policy

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

I. Statement of Policy

In order to conduct a successful education program, the Madison-Oneida Board of Cooperative Educational Services (BOCES) receives, creates, stores, and transfers information about students, teachers, and principals that is protected by state and federal law. The BOCES takes active steps to protect the confidentiality of protected information in compliance with all applicable state and federal laws. The BOCES expects all BOCES officers, employees, and partners to maintain the confidentiality of protected information in accordance with state and federal law and all applicable Board Policies.

This Policy shall be published on the BOCES website.

II. Scope of Policy

A. Protected Information

1. The term Protected Information used in this Policy includes both, Protected Student Information, and Protected Teacher and Principal Information that is recorded in any form, including paper or digital, and text or image or sound.
2. The term Protected Student Information means personally identifiable information as defined in the federal regulations implementing the Family Educational Rights and Privacy Act (FERPA), found at 34 C.F.R. Section 99.3.
3. The term Protected Teacher and Principal Information means personally identifiable information about an individual's Annual Professional Performance Review (APPR) rating, as described in Education Law Section 3012-c(10).

B. Affected Persons and Entities

1. The term Student includes any person attending school in an educational agency, or seeking to become enrolled in an educational agency.
2. The term Parent includes the parent, legal guardian, or person in parental relation to a Student.

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

3. The term Data Subject includes any Student and the Parent of the Student, and any teacher or principal who is identified in Protected Information held by the BOCES.
4. As used in this Policy, the term Third Party means any person or organization that (a) is not employed by this BOCES and is not an Educational Agency and (b) receives Protected Information from this BOCES. The term Third Party includes for-profit organizations, not-for-profit organizations, higher education institutions, and governmental agencies that are not Educational Agencies (such as law enforcement agencies).
5. As used in this Policy, the term Educational Agency includes public school districts, boards of cooperative educational services, charter schools, the State Education Department, certain pre-k programs, and special schools described in Section 2-d of the Education Law; higher education institutions are not Educational Agencies for purposes of this Policy.

C. Other Important Definitions

1. The term Breach means the unauthorized acquisition of, access to, use of, or disclosure of Protected Information by or to a person who is not authorized to acquire, access, use, or receive that Protected Information.
2. A Disclosure of Protected Information occurs when that information is released, transferred, or otherwise communicated to an unauthorized party by any means, including oral, written, or electronic; a disclosure occurs whether the exposure of the information was intentional or unintentional. A Disclosure is Unauthorized if it is not permitted by state or federal law or regulation, or by any lawful contract, or not made in response to a lawful order of a court or tribunal.
3. The term Commercial or Marketing Purpose means (a) the sale of Protected Student Information, (b) the use or disclosure of Protected Student Information by any party (including the BOCES) for purposes of receiving remuneration, either directly or indirectly, (c) the use of Protected Student Information for advertising purposes, (d) the use of Protected Student Information to develop or improve a Third Party product or service, or (e) the use of Protected Student Information to market products or services to students.

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

D. Implementation with Other Policies and Laws

The BOCES has adopted other Policies and practices to comply with state and federal laws such as FERPA, IDEA, and the National School Lunch Act. This Policy will be implemented to supplement, and not replace, the protections provided by those laws, as recognized in BOCES Policies and practices.

III. General Principles for Use and Security of Protected Information

A. Intentional Use of Protected Information

1. All BOCES staff and officers are expected to receive, create, store, and transfer the minimum amount of Protected Information necessary for the BOCES to implement its education program and to conduct operations efficiently. In particular, the number of email documents containing Protected Information should be minimized.
2. Protected Student Information will only be disclosed to other BOCES staff or Third Parties when that person or entity can properly be classified as a school official with a legitimate educational interest in that Protected Information, meaning that the person or entity requires that information to perform their job or fulfill obligations under a contract with the BOCES.
3. Protected Information shall not be disclosed in public reports or other public documents.
4. Before Protected Student Information is disclosed to a Third Party, there shall be a determination that the disclosure of the Protected Information to that Third Party will benefit the student(s) whose information is being disclosed and the BOCES.
5. Except as required by law or in the case of educational enrollment data, the BOCES shall not report to the State Education Department student juvenile delinquency records, student criminal records, student medical and health records, or student biometric information.

B. Commercial and Marketing Use of Protected Information Prohibited

The BOCES shall not sell protected information or use or disclose protected information for the purpose of receiving remuneration either directly or indirectly. The BOCES shall not facilitate the use of Protected Information by another party for that party's commercial or marketing purpose.

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

IV. Data Protection Officer

A. Board Designation

Upon the recommendation of the District Superintendent, the Board will designate a Data Protection Officer. The designation shall be made by formal action at a Board meeting.

B. Responsibilities of Data Protection Officer

1. The Data Protection Officer shall be responsible for the implementation of this Policy, under the supervision of the District Superintendent and consistent with other Board Policies.
2. The Data Protection Officer shall serve as the initial point of contact for data security and privacy matters affecting the BOCES, including communications with the Chief Privacy Officer of the State Education Department.
3. In addition to specific responsibilities identified in this Policy, the Data Protection Officer shall oversee the BOCES assessment of its risk profile and assist the District Superintendent in identifying appropriate steps to decrease the risk of Breach or Unauthorized Disclosure of Protected Information, in alignment with the National Institute of Standards and Technology (NIST) Cybersecurity Framework.

V. Actions to Reduce Cybersecurity Risk

A. NIST Cybersecurity Framework

1. The BOCES shall plan, install, maintain, operate, and upgrade its digital information network systems, infrastructure, and practices in alignment with the NIST Cybersecurity Framework, version 1.0, with the goal of steadily reducing the risk of unauthorized disclosure of, or access to, the Protected Information stored on and transmitted through the network.
2. In accordance with the approach of the NIST Cybersecurity Framework, the District Superintendent shall direct appropriate BOCES personnel, including the Data Protection Officer, to continually assess the current cybersecurity risk level of the BOCES, identify and prioritize appropriate "next steps" for the BOCES to take to reduce cybersecurity risk, and

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

implement actions to reduce that risk, consistent with available fiscal and personnel resources of the BOCES.

3. Decisions regarding procurement and implementation of hardware and software, and decisions regarding the collection and use of Protected Information, shall take into consideration the anticipated benefit to the education program or operations of the BOCES, and the potential increase or decrease in the risk that Protected Information will be exposed to unauthorized disclosure.

B. Setting Expectations for Officers and Employees

1. Notice of this Policy shall be given to all officers and employees of the BOCES.
2. Officers and employees of the BOCES shall receive cybersecurity training designed to help them identify and reduce the risk of unauthorized disclosures of Protected Information. Each employee shall receive such training at least annually. This training shall include information about the state and federal laws that govern Protected Information and how to comply with those laws and meet BOCES expectations for use and management of Protected Information.

VI. Parents Bill of Rights for Data Privacy and Security

A. Content of the Parents Bill of Rights for Data Privacy and Security

The BOCES publishes on its website and will maintain a Parents Bill of Rights for Data Privacy and Security that includes all elements required by the Commissioner's Regulations, including supplemental information about data-sharing agreements as described in Part B below.

B. Public Access to the Parents Bill of Rights for Data Privacy and Security.

The Parents Bill of Rights for Data Privacy and Security shall be posted on the BOCES website. The website copy of the Parents Bill of Rights for Data Privacy and Security shall include links to the following supplemental information about each contract between the BOCES and a Third Party that receives Protected Information:

1. The exclusive purpose(s) for which the BOCES is sharing the Protected Information with the Third Party;

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

2. How the Third Party will ensure that any other entities with which it shares the Protected Information, if any, will comply with the data protection and security provisions of law and the contract;
3. When the agreement expires and what happens to the Protected Information when the agreement expires;
4. That a Data Subject may challenge the accuracy of the Protected Information through the process for amending education records under the Education Records Policy of the BOCES (Protected Student Information) or the appeal process under the APPR Plan of the BOCES (Protected Teacher and Principal Information);
5. Where the Protected Information will be stored (described in a way that protects data security); and
6. The security protections that will be taken by the Third Party to ensure that the Protected Information will be protected, including whether the data will be encrypted.

VII. Standards for Sharing Protected Information with Third Parties

- A. Written Agreement For Sharing Protected Information With a Third Party Required
 1. Protected Information shall not be shared with a Third Party without a written agreement that complies with this Policy and Section 2-d of the Education Law.
 2. Disclosing Protected Information to other educational agencies does not require a specific written agreement, because educational agencies are not Third Parties. However, any such sharing must comply with FERPA and Board Policy.
 3. When the BOCES makes an agreement with another BOCES to access an educational technology platform that will result in Protected Information from this BOCES being received by a Third Party, this BOCES will confirm that the product is covered by a contract between the BOCES and the Third Party that complies with Education Law Section 2-d. This BOCES will confirm with the BOCES the respective responsibilities of this BOCES and the BOCES for providing breach notifications and publishing supplemental information about the contract.

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

- B. Review and Approval of Online Products and Services Required
1. BOCES staff do not have authority to bind the BOCES to the Terms of Use connected to the use of online software products, regardless of whether there is a price attached to the use of the online product. Any staff member considering the use of an online product to perform the duties of their position should carefully read the online Terms of Service to determine whether accepting those terms will be considered binding on the BOCES by the vendor.
 2. If the use of an online product will result in the vendor receiving Protected Information, then the vendor is a Third Party and any agreement to use the online product must meet the requirements of this Policy and Education Law Section 2-d. Therefore, no staff member may use an online product that shares Protected Information until use of that product has been reviewed and approved by the Data Protection Officer.
 3. The District Superintendent, in consultation with the Data Protection Officer, shall establish a process for the review and approval of online technology products proposed for use by instructional or non-instructional staff.
- C. Minimum Required Content for Third Party Contracts
1. Protected Information may not be shared with a Third Party unless there is a written, properly authorized contract or other data-sharing agreement that obligates the Third Party to:
 - a. maintain the confidentiality of the Protected Information in accordance with all applicable state and federal laws;
 - b. maintain the confidentiality of the Protected Information in accordance with this Policy;
 - c. use the shared Protected Information only for the purpose(s) specifically described in the contract, and to not use the Protected Information for any Commercial or Marketing Purpose;
 - d. limit access to Protected Information to only those officers and employees who need access in order to perform their duties in fulfilling the contract on behalf of the Third Party;

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

- e. ensure that no officer or employee of the Third Party will be given access to Protected Information until they have received training in the confidentiality requirements of state and federal laws and this Policy;
 - f. not disclose any Protected Information to any other party who is not an authorized representative of the Third Party using the information to carry out Third Party's obligations under the contract, unless (i) Third Party has the prior written consent of the Data Subject to disclose the information to that party, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
 - g. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Information in its custody;
 - h. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
 - i. notify the BOCES of any breach of security resulting in an unauthorized release of Protected Information by the Third Party or its assignees in violation of state or federal law, or in violation of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of the breach; and
 - j. where a breach or unauthorized disclosure of Protected Information is attributed to the Third Party, the Third Party shall pay for or promptly reimburse the BOCES for the full cost incurred by this BOCES to send notifications required by the Education Law.
2. The contract or other data-sharing agreement with the Third Party must include the Third Party's Data Security and Privacy Plan that is accepted by the BOCES. The Plan must include a signed copy of the BOCES Parents Bill of Rights for Data Privacy and Security, and shall:

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

- a. warrant that the Third Party's practices for cybersecurity align with the NIST Cybersecurity Framework 1.0;
 - b. equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection;
 - c. outline how the Third Party will implement all state, federal, and local data security and privacy contract requirements over the life of the contract, consistent with this Policy;
 - d. specify the administrative, operational and technical safeguards and practices it has in place to protect Protected Information that it will receive under the contract;
 - e. demonstrate that it complies with the requirements of Section 121.3(c) of the Commissioner's Regulations;
 - f. specify how officers or employees of the Third Party and its assignees who have access to Protected Information receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
 - g. specify if the Third Party will utilize sub-contractors and how it will manage those relationships and contracts to ensure Protected Information is protected;
 - h. specify how the Third Party will manage data security and privacy incidents that implicate Protected Information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the BOCES; and
 - i. describe whether, how, and when data will be returned to the BOCES, transitioned to a successor contractor, at the BOCES's option and direction, deleted or destroyed by the Third Party when the contract is terminated or expires.
3. The contract or other data-sharing agreement with the Third Party must also include information sufficient for the BOCES to publish the supplemental information about the agreement described in Part VI-B of this Policy.

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

VIII. District Response to Reported Breaches and Unauthorized Disclosures

A. Local Reports of Possible Breach or Unauthorized Disclosures

1. Data Subjects and other BOCES staff who have information indicating that there has been a Breach or Unauthorized Disclosure of Protected Information may report that information to the Data Protection Officer.
2. The report of suspected Breach or Unauthorized Disclosure must be made in writing. A report received by email will be considered a written report. The report shall provide as much information as is available to the reporting party concerning what Protected Information may have been compromised, when and how the possible Breach or Unauthorized Disclosure was discovered, and how the Data Privacy Officer may contact the reporting party. The Data Protection Officer shall make a form available online and in each school office to be used for reporting a suspected Breach or Unauthorized Disclosure.
3. The Data Protection Officer, or designee, shall take the following steps after receiving a report of a possible Breach or Unauthorized Disclosure of Protected Information:
 - a. promptly acknowledge receipt of the report;
 - b. determine, in consultation with appropriate technical staff, what, if any, technology-based steps should be taken immediately to secure against further compromise of Protected Information;
 - c. conduct a thorough factfinding to determine whether there has been a Breach or Unauthorized Disclosure of Protected Information, and, if so, the scope of the Breach or Unauthorized Disclosure and how it occurred;
 - d. if a Breach or Unauthorized Disclosure of Protected Information is found to have occurred, implement the Cybersecurity Incident Response Plan to correct and ameliorate the Breach or Unauthorized Disclosure and provide appropriate notifications to the SED Chief Privacy Officer and affected Data Subjects; and
 - e. when the factfinding process is complete, provide the reporting party with the findings made at the conclusion of the factfinding process; this should occur no later than 60 days after the receipt of the initial report, and, if additional time is needed, the reporting

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

party shall be given a written explanation within the 60 days that includes the approximate date when the findings will be available.

4. The Data Protection Officer shall maintain a record of each report received of a possible Breach or Unauthorized Disclosure, the steps taken to investigate the report, and the findings resulting from the investigation in accordance with applicable record retention policies, including Records Retention and Disposition Schedule ED-1.
5. When this reporting and factfinding process results in confirmation of a Breach or Unauthorized Disclosure of Protected Information, the Data Protection Officer, or designee, shall follow the notification procedures described in Part VIII. B., below.
6. The availability of this process for reporting suspected Breaches or Unauthorized Disclosures of Protected Information shall be communicated to all staff and all student households, in addition to the general posting of this Policy on the BOCES website.

B. Notification of Breach or Unauthorized Disclosure of Protected Information

1. Third Parties who learn of the Breach or Unauthorized Disclosure of Protected Information received from the BOCES are required by law to notify the BOCES of that occurrence no more than seven days after their discovery of the Breach or Unauthorized Disclosure. When the BOCES receives such a notification, the Data Protection Officer, or designee, shall promptly obtain from the Third Party the following information if it is not already included in the notice:
 - a. a brief description of the Breach or Unauthorized Disclosure;
 - b. the dates of the incident;
 - c. the dates of the discovery by the Third Party;
 - d. the types of Protected Information affected; and
 - e. an estimate of the number of records affected.
2. When the BOCES is notified by a Third Party of a Breach or Unauthorized Disclosure of Protected Information in the custody of the Third Party, the Data Protection Officer shall notify the Chief Privacy Officer of the State Education Department of that information within ten

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION (DATA SECURITY AND PRIVACY)

calendar days of receiving it from the Third Party, using the form provided by the Chief Privacy Officer.

3. When the BOCES learns of an Unauthorized Disclosure of Protected Information originating within the BOCES, whether as the result of a report made under this Policy or otherwise, the Data Protection Officer shall notify the Chief Privacy Officer of the State Education Department of that information within ten calendar days of discovering the Unauthorized Disclosure, using the form provided by the Chief Privacy Officer.
4. When the BOCES has received notification from a Third Party of a Breach or Unauthorized Disclosure of Protected Information, or has otherwise confirmed that a Breach or Unauthorized Disclosure of Protected Information has occurred, the BOCES shall notify all affected Data Subjects by first class mail to their last known address, by email, or by telephone, of the Breach or Unauthorized Disclosure. Notifications by email shall be copied into the record of the incident. Logs of telephone notifications shall be maintained with each record signed by the BOCES employee making the contact. Each notification shall include the following information:
 - a. each element of information described in paragraph 1 above,
 - b. a brief description of the BOCES investigation of the incident or plan to investigate; and
 - c. contact information for the Data Protection Officer as a point of contact for any questions the Data Subject may have.
5. The notification of affected Data Subjects shall be made in the most expedient way possible and without unreasonable delay, but no later than 60 calendar days after the discovery of the Breach or Unauthorized Disclosure or the receipt of the notice from the Third Party. If notification within the 60 day period would interfere with an ongoing law enforcement investigation or would risk further disclosure of Protected Information by disclosing an unfixed security vulnerability, notification may be delayed until no later than seven calendar days after the risk of interfering with the investigation ends or the security vulnerability is fixed.
6. Where notification of affected Data Subjects is required because of a Breach or Unauthorized Disclosure attributed to a Third Party, the Data

POLICY

SUPPORT OPERATIONS

5042

PROTECTION OF STUDENT, TEACHER, AND PRINCIPAL PERSONAL INFORMATION
(DATA SECURITY AND PRIVACY)

Protection Officer shall prepare and submit to the Third Party a claim for reimbursement, as provided in Section 2-d of the Education Law.

7. Where notification of affected Data Subjects is required because of a Breach or Unauthorized Disclosure of Protected Information under this Policy, the Data Protection Officer shall also determine whether the BOCES is required to provide any notifications pursuant to the Information Security Breach policy.

Madison-Oneida Board of Cooperative Educational Services

Legal Ref: NYS Education Law Section 2-d; Family Educational Rights and Privacy Act
FERPA 20 U.S.C. 1232g

Cross Ref: 7050, Education Records
5043, Information Security Breach

Adopted: 03/05/20

Attachment C – Vendor’s Data Security and Privacy Plan

ONEIDA COUNTY
INFORMATION SECURITY POLICY



MARCH 8, 2017

Oneida County Information Security Policy

1 Contents

Oneida County Information Security Policy	2
2 Purpose.....	6
3 Scope.....	7
4 Organization of the Information Security Policy.....	8
5 PART I: Managerial Policy	8
5.1 Information Technology Asset Inventory	8
5.2 County Information Security Administration	8
5.2.1 Centralized Responsibility for Information Security	8
5.2.2 Information Services Network and Technical Support Team Responsibilities	8
5.2.3 Information Security Incident Response	9
5.2.4 Annual Information Systems Planning Process Required.....	10
5.2.5 Risk Analysis, Assessment and Management.....	11
5.2.6 Accrediting Hardware and Software	11
5.2.7 Configuration Control/Change Management	11
5.2.8 Current Information Security Manual Required	11
5.2.9 Amending the Information Security Policy	12
5.3 User Responsibilities	12
5.4 Information Security Training and Awareness	15
5.4.1 Information Security Training	15

- 5.4.2 Required Security Training 15
- 5.4.3 Responsibility for Cyber Security Training 16
- 5.4.4 Information Security Awareness 16
- 5.5 Contingency Planning 16
 - 5.5.1 Contingency and Disaster Planning Document..... 16
 - 5.5.2 Contingency Planning Responsibility 16
 - 5.5.3 Periodic Testing..... 16
- 5.6 Acceptable and Unacceptable Use Policy 16
 - 5.6.1 Acceptable Use 17
 - 5.6.2 Unacceptable Use 17
- 5.7 Privacy Expectations for Users' 20
- 5.8 County Information Security Audit Policy 20
- 5.9 Security Tools 21
 - 5.9.1 Information Technology Staff Permission to Use Security Tools..... 21
- 5.10 Copyright and Licenses..... 21
- 5.11 Disclosure of Information System Vulnerabilities 21
- 5.12 Reporting Suspected Security Incidents / Violations..... 22
- 5.13 Violations..... 22
 - 5.13.1 Non-Compliance..... 22
 - 5.13.2 Disciplinary Review 22
 - 5.13.3 Absence of Guidelines..... 22

6	PART II: Technical Policy	22
6.1	The County's Information Systems Connections	22
6.1.1	External Connections.....	22
6.1.2	Modems.....	23
6.1.3	Remote Access to the County's Network by Users	23
6.1.4	Wireless.....	23
6.1.5	Wireless Routers	24
6.1.6	Home Personal Computers	24
6.1.7	Third Party Access.....	24
6.1.8	Inter-Municipal Agreements.....	24
6.2	System Privileges/Access.....	25
6.2.1	Granting System Privileges.....	25
6.2.2	Inactive Accounts.....	25
6.2.3	Need-to-Know.....	25
6.2.4	Group or Shared Accounts Prohibited	25
6.2.5	Guest and Anonymous User-Ids.....	26
6.2.6	Revoking System Access.....	26
6.2.7	User as Contractor/Vendor's Access Privileges	27
6.2.8	Screen Savers.....	27
6.2.9	Protecting Sensitive Information.....	27
6.3	Log-In / Log-off Process.....	27
6.3.1	Network Log-in Banner Required.....	27
6.3.2	User Authentication Required	27

6.3.3 Log-in Prompts.....	28
6.4 Password Policy	28
6.4.1 Initial Password Set-up.....	28
6.4.2 User as Contractor/ Vendor-Supplied Default Passwords.....	28
6.4.3 Security Compromised	28
6.4.4 Accountability	29
6.4.5 Password Disclosure	29
6.4.6 Positive Identification to Reset Password	29
6.4.7 Password Selection.....	29
6.4.8 Password Aging.....	30
6.4.9 Tracking Previous Passwords Used	30
6.4.10 Password Storage	30
6.4.11 Limited Number of Log-in Attempts	30
6.5 Information Systems Backup	31
6.5.1 Backup Responsibility	31
6.5.2 Backup Plan.....	31
6.5.3 Backup Testing.....	31
6.5.4 Offsite Storage of Backups.....	31
6.6 System Logs.....	31
6.6.1 System Logs Enabled	31
6.6.2 Accountability and Traceability for All Privileged System Commands.....	32
6.6.3 Reviewing Logs in a Timely Manner	32
6.6.4 Clock Synchronization.....	32

6.7 Malicious Code	32
6.7.1 Malicious Code Detection.....	32
6.7.2 Protecting Mobile Computing Devices from Malicious Code.....	32
6.7.3 Initial Scanning of Software.....	33
6.7.4 Malicious Code Eradication.....	33
6.8 Mobile Devices.....	33
6.9 Encryption.....	34
6.9.1 Use of Encryption.....	34
6.9.2 Transmittal of Sensitive Information.....	34
6.9.3 Storage of Sensitive Information	34
6.9.4 Encryption Keys.....	35
6.10 Transfer of Computer Equipment and Media.....	35
6.10.1 Internal to the County	35
6.10.2 Outside the County	35
6.11 Hardware and Software Configuration.....	35
6.12 Physical Security.....	36
6.13 Systems Development and Maintenance	36
7 Appendix A: SECURITY OFFICIAL JOB DESCRIPTION	37
8 Qualifications:	39
9 Responsibilities of Members of the County’s Security Task Group:.....	39
10 Appendix B: Glossary	41

2 Purpose

Access to Oneida County's (hereinafter referred to as the County) information Systems has been provided to authorized County Users for the purpose of providing service to the County. All Users have a responsibility to maintain and protect the County's Information Assets against accidental or intentional disclosure or compromise. Each user also has the responsibility to maintain and protect the County's public image and to use the County's Information Systems in a legal/ethical manner consistent with County and department policies.

Information is essential to all services the County provides. As a result, information security is a critical factor in the delivery of County services. The integrity, availability, and confidentiality of County information collected, processed, and stored needs to be ensured. The accidental or intentional disclosure of non-public County information can have serious repercussions. The County, in the event its information resources are compromised due to user misconduct, can face legal liability associated with the disclosure of information governed by Federal and State Laws (e.g., Health Insurance Portability Accountability Act of 1996 (HIPAA)).

To ensure that the County's information resources are used in a responsible and productive manner, the following policy for using the County's information systems has been established.

- **Effective Date:** This policy was approved by the Oneida County Board of Legislators effective March 8, 2017
- **Policy Review:** This policy shall be reviewed at least annually by the Oneida County Security Task Group (STG). It will also be reviewed immediately after the appropriate response has been completed for a confirmed Cyber Security Incident.
- **Expiration Date:** This policy shall remain in effect until superseded, amended, or cancelled.

All use of Information Systems involves certain risks that must be addressed through proper controls. The protective requirements for each of the individual information systems within the County will vary according to the unique characteristics of the system, Data Sensitivity and mission-related criticality of the system or information. Appropriate levels of security and cost-effective controls, which are adequate to achieve an acceptable level of Risk for each system, will be implemented through the guidance of this policy.

The policy ensures that all Users are knowledgeable of acceptable behavior when using the County's information systems, understand their information security responsibilities and are held accountable.

Furthermore, the policy ensures that the County will protect and maintain the availability, integrity, confidentiality and non-repudiation of information and information resources.

Effective information security is a team effort involving all Users who come in contact with information and information resources. In recognition of the need for teamwork, this policy clarifies responsibilities and duties associated with information security.

The Policy aims to:

1. Establish an evolutionary, risk-managed information security program that defends against internal and external threats.
2. Establish a management structure that addresses the County's information security operation. Require that all Users who use the County's information systems:
 - a. be knowledgeable of acceptable County information system usage,
 - b. understand their information security responsibilities, and
 - c. be held accountable for their actions.

Conflicting provisions contained in collective bargaining agreements, to the extent required by law, shall supersede this Policy. Where collective bargaining agreements are silent, this Policy may be applied.

In the event that any provision of this Policy or application thereof shall be held invalid, this act shall not be construed to affect the validity of any other provision, or application thereof of this Policy.

3 Scope

The policies contained in this document are applicable to all of the County's internal computer networks (County Wide Area Network [WAN]), interconnections with systems outside the County WAN (e.g., Internet), and all other County information system resources, whether located within the physical confines of County property or at an off-site location. They cover all computer and communication devices (e.g., routers, modems, TDDs, radios, phones) owned or operated by the County. They also cover any computer or communications device that is present on County premises and/or connected to County information systems, but which may not be owned or operated by the County.

These policies are mandatory for all County organizational units, County staff, and other authorized Users having access to and/or using the information systems and resources of the County.

4 Organization of the Information Security Policy

The County's Information Security Policy is comprised of two parts: Managerial Policy and Technical Policy. The Managerial Policy discusses policy related to use, ownership, management, disclosure and processing information on the County's Information Systems. Technical Policy discusses the policy related to the technical aspects of the County's information security.

5 PART I: Managerial Policy

5.1 Information Technology Asset Inventory

An inventory of information systems detailing all hardware, software, communication links, Sensitive Data and names of Users will be maintained by IT on an ongoing basis and reviewed at least annually. Inventory format will be determined by County IT management.

5.2 County Information Security Administration

5.2.1 Centralized Responsibility for Information Security

The responsibility and authority for the County's information security is formalized in the Chief Information Security Official (CISO). The CISO is responsible for maintaining, coordinating, and directing specific actions that maintain the confidentiality, the integrity, the availability and the non-repudiation of County information resources as specified in this Policy. The CISO reports to the Oneida County Executive.

5.2.2 Information Services Network and Technical Support Team Responsibilities

Information Technology is responsible for maintaining the County's information resources in a manner that is responsive to the County's business needs. These responsibilities include, but are not limited to:

1. Administer network, intranet, and Internet operations in a secure manner;
2. Develop, implement and maintain a strategic information systems protection plan (information security vision) for the County to include secure network architecture, effective access control, virus/malicious code protection, process for implementing patches for vulnerabilities, Intrusion Detection, traffic screening and other information security measures;

3. Periodically audit the operations of all technical security measures in place to ensure the measures are operating as perceived;
4. Harden systems (by removing unnecessary services and patching necessary ones) before connecting them to the Internet;
5. Establish an integrated disaster recovery plan (contingency plan) to include regular backups of critical County data with offsite storage and regular testing of data restoration operations;
6. Compile, maintain and protect documentation describing configuration and specific secure operating procedures for the County's information systems, as well as the County's Internet operations;
7. Establish and maintain effective and secure telecommunications capabilities for/with off-site facilities;
8. Identify common user deficiencies and ensuring these are addressed in information security training;
9. Implement a secure system of identification and Authentication to control access to County information;
10. Complete a periodic review of assigned computer accounts to ensure access privileges are commensurate with user needs;
11. Implement judicious access control measures;
12. Install patches expeditiously to identified system exploits (vulnerabilities);
13. Educate Users on security issues;
14. Activate the security capabilities of the server and client systems over which they have authority;
15. Review logs in a timely manner – logs are to be reviewed upon updates/reboots/on error;
16. Other routine activities related to security.

5.2.3 Information Security Incident Response

5.2.3.1 Security Task Group (STG)

The County's Security Task Group (STG) reporting to the CISO is charged with responding in a quick, effective, and orderly manner to all Information Security incidents on the County's information infrastructure. The STG is composed of staff from IT and other individuals as designated by the CISO. The STG is responsible for defining procedures for detecting, mitigating, investigating, implementing procedures and preventing such future incidents.

5.2.3.2 Incident Response Plan

All Security Incidents will be investigated, according to the Incident Response Procedure, to determine immediate actions needed as well as measures to secure the County's information resources from further compromise. After a security Incident, the STG will implement the following list of recovery actions to bring the affected system(s) on-line and into service:

1. Investigate how the incident occurred;
2. Avoid escalation and further incidents;
3. Assess the impact and damage of the incident;
4. Recover from the incident;
5. Identify the cause or source of Incident (if appropriate and possible);
6. Take actions to prevent and/or deter the action from recurring;
7. Document the incident and preserve evidence where possible, for reporting purposes and effective resolution of an incident.

The STG is responsible for the forensic analysis that needs to be done to clean the system in the event of a security Incident. The investigation will be documented so that evidence is not destroyed or modified in the course of the investigation that may hinder prosecution.

The investigation must provide sufficient information, so that IT can take steps to ensure that:

1. a similar Incident cannot reasonably take place on the County's information systems and
2. security measures have been reestablished and strengthened

The findings of the STG will be documented in detail for future reference.

5.2.4 Annual Information Systems Planning Process Required

The STG shall annually review information security controls, addressing both the adequacy of controls and compliance with them, and prepare plans for the improvement of information security on the County's information systems in the wake of technological advances and the County's plan to incorporate new technology into the County's business processes. The developed plan will then be reviewed with the appropriate groups and committees.

5.2.5 Risk Analysis, Assessment and Management

The STG shall perform a Risk Assessment on all applications, systems, and services to be deployed on the County's information systems. The analysis should include:

1. identification of threats and vulnerabilities;
2. identification of application owners;
3. analysis of the value of the information;
4. identification of the impact on the County's operations in the event of a security compromise; classify the damage level: high, medium, low;
5. predict re-occurring possibility;
6. estimate the cost of implementing security controls.

Based on the Risk Analysis, the STG, under the direction of the CISO, will implement security measures sufficient to reduce the risks and vulnerabilities to a reasonable and appropriate level in compliance with HIPAA regulation §164.306(a), and other applicable State, Federal and Local laws.

5.2.6 Accrediting Hardware and Software

Information Technology is responsible for the accreditation of any new system, network, software or application before it is connected or placed onto the County's information systems. Accreditation is the process by which software and hardware are evaluated on whether they are consistent with the County's information security posture. This may require support from a 3rd party as it could require advanced technical knowledge of new or existing systems.

5.2.7 Configuration Control/Change Management

Information Technology will employ a documented change control process to ensure that only authorized changes are made on County information systems. This change management procedure will be used for all changes to software including planned and emergency changes including but not limited to upgrades and patches, hardware, communications links, etc.

5.2.8 Current Information Security Manual Required

The STG must prepare, maintain, and distribute Information Security manual(s) describing the County's current Information Security Policies and procedures.

5.2.9 Amending the Information Security Policy

The County Information Security Policy shall be amended when there is a need to align policy to stay current with laws and regulations, technology, and County business practices. The STG is responsible for drafting new policy statements or amendments to policy for review and approval by the Board of Legislators and County Executive. Once approved, the amended policy will be in effect.

5.3 User Responsibilities

All Users are responsible for maintaining the confidentiality, integrity and availability of the County's information to facilitate effective and efficient conduct of County business.

Four responsibility Classifications (**compliance, department, custodian, and user**) are defined to assist Users in understanding their roles and responsibilities when using the County's information systems.

Compliance: Oneida County is required to comply with all federal, state and local laws pertaining to the protection of and use of information residing on the County network. A Chief Compliance Officer appointed by the County Executive will be responsible for identifying all applicable mandates and legislation pertaining to information resident on the County network or devices, overseeing and managing regulatory compliance and for providing direction and advice to County Officials and Departments Heads.

Department: All information residing on the County's information systems belongs to a designated department. The Department Head (Elected Official, Commissioner or Director) shall be considered the owner of the information and is responsible for decisions regarding information residing within the department. The Department Head determines the appropriate Information Sensitivity Classification to be applied to the information and is responsible for deciding which Users will be permitted to access the information and how the information will be used. The Department Head is responsible for ensuring employees are complying all applicable regulations, internal policies and procedures.

Custodian: Information on the County's information systems must have a designated custodian. The Custodian in the County is usually Information Technology (IT); however, other Custodians including vendors or contractors also exist. The Custodian is responsible for protecting the information in accordance with the departments' access control, data sensitivity and data criticality instructions.

At a minimum, the Custodian is responsible for:

1. providing physical security for equipment, information storage, backup, and recovery;
2. providing a secure processing environment that can adequately protect the integrity, confidentiality, and availability of information;
3. developing a business continuity plan and contingency plan;
4. administering access to information as authorized by the information owner;
5. implementing procedural safeguards and cost-effective controls.

User: The User, in addition to the definition stated in the Glossary of this Policy, is an individual or a group that has been authorized access to the information asset by the Department Head. The User has the responsibility of using the information only for the intended purpose – consistent with the information owner's instructions – and safeguarding the integrity, confidentiality and availability of the information accessed. Users are also responsible for familiarizing themselves and complying with the County's information security policies.

Users are responsible for strictly adhering to the requirements set forth in the Oneida County Acceptable Use Policy as well as all security policies, procedures and controls governing the security of the information resources under their control to prevent unauthorized disclosure of information.

Each User is responsible for the content of all text, audio and images that they place or send over email, voicemail, fax, the Intranet or Internet. No abusive, profane or offensive language shall be transmitted through County systems. Users who wish to express personal opinions on the Internet are not to do so using County resources or systems.

Information stored, processed and transmitted on the County's information systems are owned by the County, and, therefore, is a County resource in the custody of the User. It is the user's responsibility to ensure that all Sensitive County information is adequately protected at all times – in the manner as prescribed by the User's department and County policy. When data is transferred from the User's custodial responsibility to another User, each User accepts the same responsibility of continued protection.

Users shall:

1. Protect others' Private Information and Confidentiality;
2. Consider organizational access before sending, filing, or destroying e-mail messages;
3. Remove messages, transient records, and reference copies in a timely manner;
4. Comply with department and unit/division policies, procedures, and standards;
5. Become cognizant of the Sensitivity/criticality of the information they handle and apply appropriate protective measures when handling the information;
6. Save ALL Data to a County network drive;
7. Save their work and log out of their network account at the end of each business day;

- a) Desktop Users are required to leave the PC powered on (log out but leave the power on!)
- b) Laptop Users are required to:
 - i. shut down their laptop at the end of each business day;
 - ii. take the home at the end of each business day, and
 - iii. ensure that the laptop is connected to the network at least once each week to ensure important security patches are applied in a timely manner
- 8. Coordinate the connection of County owned mobile devices (i.e. Smart Phones, Tablets, etc.) with IT;
- 9. Coordinate the connection of devices with RF (radio frequency) capabilities (e.g., wireless access points, wireless LANs) with IT;
- 10. Not connect a modem to a phone line while the same computer is connected to the County LAN;
- 11. Not connect to the county network while being simultaneously connected to a MiFi device.
- 12. Use only software licensed to the County on County computers;
- 13. Use robust network passwords in accordance with the County Password Policy and change them immediately when required;
- 14. Never share ID or passwords with anyone else, including superiors and IT staff;
- 15. Never document passwords and put them on or near the computer (e.g., "sticky notes" under keyboards, on monitors, etc.);
- 16. Log off or activate screensavers with password protection to protect the County's information when computers are left unattended for more than 10 minutes;
- 17. Never release non-public County information without specific direction from the Department Head;
- 18. Not disclose Sensitive County data to other County staff other than on a need-to-know basis;
- 19. Secure any physical copies of sensitive County Data on media (i.e., USB or thumb drives, dvd, etc) and printouts when left unattended;
- 20. Immediately report indicators of virus infection and/or operational anomalies to IT;
- 21. Immediately report all discovered security vulnerabilities and/or computer security concerns to their supervisor and IT;
- 22. When working away from the office, take all appropriate measures consistent with workplace procedures to safeguard access to County information resources (e.g., computers, networks, Data);
- 23. Never use County devices, systems/applications or network access for (Please see Oneida County Acceptable Use Policy Acceptable Use Policy):
 - a) Activities unrelated to the County's mission/business;

- b) Activities unrelated to official assignments and/or job responsibilities;
- c) Any illegal purpose;
- d) The transmission of threatening, fraudulent, obscene or harassing materials or correspondence;
- e) Unauthorized distribution of County or New York State data and information;
- f) Interfering with or disrupting network Users, services or equipment;
- g) Private purposes such as marketing or business transactions;
- h) Solicitation for religious or political causes;
- i) Not-for-profit business activities inconsistent with the County's mission or unrelated to County business;
- j) Private advertising of products or services;
- k) For any activity meant to foster personal gain.

24. When sending Confidential information, all files must be encrypted and a password sent in a separate e-mail. This applies even when sending a file through a secure network (e.g., HIN, HSEN, etc.). The County uses Zixmail for secure email transmission.

5.4 Information Security Training and Awareness

5.4.1 Information Security Training

Users as employees, temporary workers and interns shall be provided with sufficient information security training and support reference materials appropriate to their role by their Department Head to meet their job responsibilities. IT will only establish User accounts and set up access to Sensitive information at the specific direction of the Department Head who is responsible for ensuring User compliance with all federal, state, county and department policies governing the use, handling and protection of Sensitive Data. Users as contractors and/ or vendors shall be advised by the CISO of this Policy and shall ensure compliance with same.

5.4.2 Required Security Training

All Users shall be provided with sufficient information security training and support reference materials to meet their job responsibilities. The information security training must be given before the User is allowed access to and use of the County's Information Systems. At the conclusion of the training, each User will be required to sign the Oneida County Acceptable Use Policy.

5.4.3 Responsibility for Cyber Security Training

The STG is responsible for developing cyber security awareness training materials and for ensuring training sessions for new Users and periodic refresher security training to remind all Users of their responsibility and obligations with respect to information security.

5.4.4 Information Security Awareness

The STG is responsible for developing and conducting an information security awareness program throughout the year, annually.

5.5 Contingency Planning

5.5.1 Contingency and Disaster Planning Document

The County, as part of its preparedness against natural and man-made disasters, shall have a current documented and tested Continuity of Operations (COOP) and Disaster Recovery (DR) Plan, which addresses the possibility of short and long term loss of computing and networking services. The plan needs to take into consideration the criticality of the various systems. Such a plan needs to include all procedures and information necessary to return computing and networking systems to full operation in the event of a disaster. The plan must be communicated to, and approved by all those (especially the Department Head) who would be affected by such a disaster.

5.5.2 Contingency Planning Responsibility

County IT is responsible for contingency planning and for providing technical guidance for all information security contingency plans.

5.5.3 Periodic Testing

Oneida County IT shall periodically test the County's information technology contingency plan(s).

5.6 Acceptable and Unacceptable Use Policy

5.6.1 Acceptable Use

Users are responsible for exercising good judgment regarding the use of the County's Information resources. The County's computers or networks shall not be used for personal or commercial use or to facilitate unethical or criminal activities. The County's computers and networks are only to be used for official County business.

Communications by Users from a County e-mail address must contain the following disclaimer:

This e-mail, including any attachments, may be confidential, privileged or otherwise legally protected. It is intended only for the addressee. If you receive this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use this e-mail or its attachments. Please notify the sender immediately by reply e-mail and delete this e-mail from your system.

5.6.2 Unacceptable Use

Under no circumstances are Users authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing County-owned resources.

Users as employees, interns and temporary workers found to be in violation of this Policy may face disciplinary actions including employment termination as well as civil and criminal liability. The Department Head or his designee shall be responsible for ensuring all Users as an employee, intern or temporary workers, contractors and/or vendors, for whom they have control or authority over shall comply with the provisions of this Policy.

Nothing contained in this Policy is intended to supersede the rights, and/or disciplinary procedures in a User employee's collective bargaining agreement.

Users as vendors and/or contractors shall be held accountable for unacceptable use of County owned resources. The County shall pursue all legal remedies available to it in law, against any User as a vendor and/or contractor for any violation of this policy. The listings below are by no means exhaustive due to the constant change in IT, but attempts to provide a framework for activities that fall into the category of unacceptable use.

5.6.2.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions.

1. Violations of the rights of any person or company protected by copyright, trade secret, patent, or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the County;
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music or movies, and the installation of any copyrighted software for which the County does not have an active license is strictly prohibited;
3. Exporting software, technical information, encryption software or technology, in violation of international or national export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question;
4. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
5. Revealing your account password to anyone or allowing use of your account by others. This includes supervisors, IT, vendors as well as family and other household members when work is being done at home;
6. Using a County computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws;
7. Making statements about warranty, expressly or implied, unless it is a part of normal job duties;
8. Effecting security breaches or Disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the user is not an intended recipient or logging into a server or account that the user is not expressly authorized to access, unless these actions are within the scope of regular duties. Examples:
 - a. Interfering with or denying service to any user other than the User's host (for example, denial of service attack);
 - b. Using any program/script/command or sending messages of any kind with the intent to interfere with or disable a user's terminal session via any means locally or via the Internet/Intranet/extranet;
9. Port scanning or security scanning is expressly prohibited unless performed by authorized IT staff as required to perform regular job duties;
10. Executing any form of network monitoring which will intercept Data not intended for the user's host, unless this activity is a part of the user's normal job/duty (e.g., IT staff);
11. Circumventing User Authentication or security of any host, network or account;
12. Providing information about or lists of County staff to parties outside County government, unless the information is considered public;
13. Using encryption on County information systems without providing the encryption keys to IT;

14. Intentionally changing hardware and software configurations as deployed by IT without written authorization from the County Executive or County IT.

5.6.2.2 Email and Communications Activities

The following activities are strictly prohibited, with no exceptions:

1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam) unless permission is granted by the County Executive;
2. Unauthorized use or forging of email header information (a.k.a. e-mail spoofing);
3. Solicitation of e-mail for any other email address, other than that of the poster's account, with the intent to harass or to collect replies;
4. Creating or forwarding "chain letters," or other "pyramid" schemes of any type;
5. Violate any guidelines for behavior set forth in the Oneida County Personnel Rules, the Oneida County Code of Ethics and the Collective Bargaining Agreement in effect for their Union when using email and other County communication resources. Users shall comply with the County's Social Media Policy.

5.6.2.3 Web Servers, MUDs, Network Games, Listservs, Other Computer Applications on County Information Systems

Users may not have web servers, Multi-User Dungeons (MUDs), network games, unauthorized computer applications, file sharing programs or file transfer programs (e.g., Napster, Gnutella, Kazaa, Morpheus, Audiogalaxy, BearShare, LimeWire, imesh, WiniN4X, Madster, etc.) or listservs running on County information systems without written consent from the CISO.

5.6.2.4 Security Circumvention

Users must not attempt to compromise information system security measures in any way. Incidents involving unapproved system hacking or cracking, password, file decryption or similar attempts to compromise security measures will be considered violation of this Policy. Unless specifically authorized by the CISO in consultation with the County Executive, Users, including IT staff, must not acquire, possess, trade, or use hardware or software tools that could be employed to evaluate or compromise the County's information systems security. Users, including IT staff, found in violation may face disciplinary measures, which may include immediate dismissal.

5.7 Privacy Expectations for Users

Users should have no expectation of privacy when using County IT network, equipment or services including but not limited to mobile devices, PCs, servers, Intranet or Internet connections. Users should be aware that Internet/Intranet/extranet related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing and FTP are the property of Oneida County Government and **thus Users have NO expectation of privacy**. The County reserves the right to access, inspect and monitor all messages and files on the County's network, servers, mobile devices, laptops or workstations and user access to the internet as deemed necessary and appropriate.

Backup copies of e-mail and Data files are maintained and may be reviewed by authorized individuals for legal, business or other reasons.

Monitoring will be performed by authorized County personnel and vendors that support monitoring systems in use by County IT. Those authorized to do so may monitor and log usage Data, review this Data for evidence of violation of law or County policy, and may monitor all the activities and inspect the files and messages of specific Users of County computers and networks. All communications including audio, text and images can be disclosed to law enforcement or third parties without prior consent of the sender or receiver.

5.8 County Information Security Audit Policy

The County CISO has the authority to conduct a security audit on any County information system. Audits may be conducted to:

1. Ensure integrity, confidentiality and availability of information and resources;
2. Investigate possible security incidents;
3. Ensure conformance to the County's security policies;
4. Monitor user or system activity where appropriate.

For the purpose of performing an audit, any access needed will be provided to members of the audit team. This access may include and is not limited to:

1. User level and/or system level access to any computing or communications device;
2. Access to information (electronic, hardcopy, etc.) that may be produced, transmitted or stored on County equipment or premises;

3. Access to work areas (offices, desks, cubicles, storage areas, etc.);
4. Access to interactively monitor and log traffic on County networks.

5.9 Security Tools

The CISO is authorized to acquire and employ the appropriate security tools necessary to ensure confidentiality, integrity and availability of the County's information system resources. Possession or use of security tools by other than specifically authorized IT staff is prohibited. Users found in violation may face disciplinary measures, which may include dismissal.

5.9.1 Information Technology Staff Permission to Use Security Tools

IT staff, who in their job duties will require the use of information security tools (a.k.a. hacking tools), must obtain permission from their immediate supervisor and from the County CISO before such tools are acquired and used on the County's information resources.

5.10 Copyright and Licenses

Failure of Users to observe copyright or license agreements may result in disciplinary action or legal action by the copyright owner and by the County. Users will be held personally liable for intentional and/or reckless violations of the copyright laws and license agreements. Supervisors will also be held personally liable if they intentionally and/or recklessly violate copyright laws and/or license agreement and did not take any action to correct and to prevent copyright and licensing violations. Violations by Users will be referred to the Personnel Commissioner and the County Attorney for appropriate action.

5.11 Disclosure of Information System Vulnerabilities

System Vulnerabilities and security Incidents must be handled on a need-to-know basis. Also, security analyses of the County's Information Systems security posture are to be considered Confidential information to be handled on a need-to-know basis. The Security Task Group (STG) will place all hardcopy or electronic documents, notes, memos on investigative results, in a secured file to which only the County Executive, County Attorney, STG members and the CISO have access.

5.12 Reporting Suspected Security Incidents / Violations

It is every user's responsibility to immediately report, in confidence, all suspected policy violations, suspected system intrusions or other conditions that might jeopardize the County's information security to their supervisor, Department Head, County Executive, or CISO.

5.13 Violations

5.13.1 Non-Compliance

All Users are required to comply with all the measures outlined in this policy. Violations of the provisions of this Policy may lead to disciplinary action including termination and criminal prosecution.

5.13.2 Disciplinary Review

Violations will be dealt with according to current employee disciplinary practices.

Conflicting provisions contained in collective bargaining agreements, to the extent required by law, shall supersede this Policy. Where collective bargaining agreements are silent, this Policy may be applied.

5.13.3 Absence of Guidelines

The absence of specific guidance covering a particular situation does not relieve Users from exercising the highest ethical standard applicable to the circumstances. When in doubt Users should contact their immediate supervisor, Department Head, CISO or the County Executive.

6 PART II: Technical Policy

6.1 The County's Information Systems Connections

6.1.1 External Connections

Oneida County IT must approve all external connections before any external connection is made and all connections must adhere to policies and procedures for security as set forth by the STG. All

entities, meaning County departments connected to the County network are required to maintain an up-to-date list of all external connections in use, and to provide the list to Oneida County IT. Non-compliance in maintaining such a list or not providing the list to IT allows it to terminate any connection to the County Network so as to preserve a secure environment. The CISO is granted the authority to direct staff to remove connection points on the County's network under the CISO's control that pose a security risk to the County network.

The intent of this Policy is to ensure that those responsible for the security of the County's network are aware of all external connections. Unless these connections are known, they cannot be secured. Any unsecured external connection can lead to security compromise of the entire County network.

6.1.2 Modems

The use of modems on the Oneida County WAN or on any LAN connected to the WAN is not allowed. If a business reason exists for a modem to be used, a business case must be presented to the STG. Only the Oneida County CISO has the authority to approve the use of a modem connection. Any approved modem connection shall be in accordance to the security policies and procedures set forth by IT for such connections.

This Policy eliminates security vulnerabilities created by dial-up connections using modems. Modems are considered a weak link in security. For example, Users may install a modem on their computers so they can access the Internet through their personal Internet Service Provider and, at the same time, they are connected to a County LAN, and thus they are accessing the Internet in a manner that bypasses all County perimeter security—allowing a direct connection to the Internet.

6.1.3 Remote Access to the County's Network by Users

Remote access to the County WAN by the Users shall only be via methods that ensure the security of the County's network and are approved by the CISO. Only the County Executive or the CISO have the authority to grant Users remote access to the County's network, and only after reviewing with the Department Head the need for such access and access requirements.

6.1.4 Wireless

Wireless access points/base stations connected to County networks must be approved and registered by Oneida County IT. "Peer-to-peer" wireless connections are not permitted.

Connecting County-owned equipment to non-County wireless access points without prior approval by Oneida County IT is prohibited.

6.1.5 Wireless Routers

Wireless routers that allow computers, smartphones or other devices to connect to the Internet or to communicate with one another wirelessly within any Oneida County facility are not allowed unless authorized by the Department Head and the CISO.

6.1.6 Home Personal Computers

Home personal computers are considered non-secure devices. County Data is not to be stored on an employee's home personal computer.

If a home personal computer uses a Virtual Private Network (VPN) to access County Data, then: 1) employee must receive approval from their Department Head and IT Department to use the VPN to access County Data; and 2) employee is responsible for demonstrating to County IT that a home personal computer complies with all the requirements set forth in this document.

Accessing PHI using a home personal computer is prohibited.

6.1.7 Third Party Access

Before any third party, in some instances a User as a contractor and/or vendor may be considered a third party, is allowed to connect to the County WAN, a third party connection agreement must be executed between the County and the third party. The CISO, and County Executive are the final approval authority for such agreements. The agreement at a minimum shall outline the third party's responsibilities. The third party shall hold harmless and indemnify the County for any breach of the agreement and this Policy. The terms of this Policy shall be incorporated by reference into the agreement. The agreement shall comply with Section 2202 of the Oneida County Charter, and shall be executed with the formalities stated therein.

6.1.8 Inter-Municipal Agreements

Before any municipality is allowed to connect to the County WAN, an Inter-Municipal agreement must be executed between the County and the municipality. The County Executive is the final approval authority of such agreements.

The agreement at a minimum shall outline the municipalities' responsibilities. The municipality shall hold harmless and indemnify the County for any breach of the agreement and this Policy. The terms of this Policy shall be incorporated by reference into the agreement. The agreement shall comply with Section 2202 of the Oneida County Charter, and shall be executed with the formalities stated therein.

6.2 System Privileges/Access

County IT staff will have elevated system privileges and system access to the extent necessary to effectively perform their jobs.

6.2.1 Granting System Privileges

Requests for changed user privileges must be in writing and approved by the Department Head and submitted to IT before the request is fulfilled.

6.2.2 Inactive Accounts

Accounts shall be established to deactivate if the account has been inactive for thirty (30) calendar days.

6.2.3 Need-to-Know

The Information System privileges of all Users, are to be restricted based on a "need-to-know" Basis. This means that privileges on County Information Systems must not be extended unless a legitimate business need for such privileges exists. The intent of this Policy statement is to limit access to the County's Information so that Users do not to have privileges beyond those necessary to perform their job function.

6.2.4 Group or Shared Accounts Prohibited

Information systems access control and audit ability shall be achieved via the use of user accounts that are unique to each individual user. Access control to files, applications, databases, computers, networks, and other system resources via shared accounts (user ids) (also called "group accounts") and shared passwords (also called "group passwords") are prohibited.

6.2.5 Guest and Anonymous User-Ids

Anonymous and "guest" user-IDs are prohibited.

6.2.6 Revoking System Access

6.2.6.1 User Status Change

Department Heads must promptly report all significant changes in Users' duties, that are under their supervision, as it relates to their need for Information access. Network Administrators must promptly revoke privileges no longer needed by a User. The County shall have a process in place by which changes in a User's duties as they relate to Information and network access are communicated to IT.

6.2.6.2 County User Departure (Voluntary or Termination)

In the event a User leaves County service, the County shall ensure that the User's access to County Information resources is disabled. The Department Head shall promptly notify County IT of all User separations (e.g. Employees, temps, contractors, etc.) and, in turn, IT shall promptly disable the User's account and access to the County's Information Systems and Information. As soon as a separation date is identified, it will be the responsibility of the Department Head to direct IT regarding how to handle the former User's email and network drives. Options include having IT post and auto-reply to email received into the former user's mailbox and moving files from the former User's network drive to another user drive. Auto-replies to email will be left in place for up to six (6) months at which time the email account will be deleted.

6.2.6.3 Authorization to Revoke User Access

Authorization to revoke a County Employee's access to all County information resources and accounts will be according to the following chart:

Group:	Authorized By:
User (Not Department Head, Elected or Appointed Official)	Head of the Department the user reports to
Department Head	County Executive
County Executive	Chairman of the Legislature
Elected Official	Chairman of the Legislature

6.2.7 User as Contractor/Vendor's Access Privileges

Vendors must not have access privileges by default to the County's information systems. Vendors needing to provide maintenance on equipment via remote access must coordinate with the CISO or his/her designee. All vendor activity will be closely monitored and logged by IT. All Vendors will be required to read and sign the Oneida County Acceptable Use Policy agreeing to abide by the intent of this Policy prior to being given access to the County Network.

6.2.8 Screen Savers

Users are required to have password protected screen savers activated. After 15 minutes of no activity, the screen saver blanks the screen. The user will need to re-authenticate to resume work.

6.2.9 Protecting Sensitive Information

If the Information access by the User on a computer is Classified as PHI, HIPPA or is highly Confidential, Users must not leave their workstation without first logging-off the network, locking their PC or enabling a screen saver requiring re-Authentication to continue work.

6.3 Log-In / Log-off Process

6.3.1 Network Log-in Banner Required

Every County System, where technically feasible, shall employ a log-in banner that includes a warning notice. This notice must state:

- the system is to be used only by authorized County Users;
- by continuing to use the system, the user acknowledges that he/she is an authorized user and;
- consents to monitoring.

The use of a log-in banner is required to warn a potential user that only authorized Users are allowed access, and they are responsible for their use of the County's information systems. In addition, Users are put on notice that their actions may be monitored and consent to the monitoring.

6.3.2 User Authentication Required

At a minimum, positive identification for login into County information systems involves both a user-ID and a password, both of which are unique to an individual user. Other additional methods of Authentication (e.g., token-based, smartcard, biometric) will be used where appropriate.

6.3.3 Log-in Prompts

The login process for the County's information systems and applications must simply ask the user to log-in providing prompts as needed. Specific information about the County, the computer operating system, or the network configuration must not be provided until a user has successfully been authenticated.

If any part of the login sequence is incorrect, the person logging in must not be given specific feedback indicating the source of the problem - whether it was due to an invalid user-ID or to an invalid password. Instead, the person logging in must simply be informed that the login process was incorrect.

6.4 Password Policy

6.4.1 Initial Password Set-up

Wherever system software permits, the initial passwords issued to a new user must be valid only for the user's first login. At the first-login, the user will be forced to set a new password. This same process applies to the resetting of passwords in the event that a user forgets a password.

6.4.2 User as Contractor/ Vendor-Supplied Default Passwords

All vendor-supplied default passwords on software and hardware must be changed before any software or hardware is made operational on the County's information systems.

Hardware and software comes with default accounts and passwords used by vendors for various reasons (e.g., diagnostic, testing). These default accounts and passwords are usually publicly known, and thus need to be disabled or changed before the software or hardware is installed on the County's network.

6.4.3 Security Compromised

Whenever the security of the information system has been compromised, or if there is a convincing reason to believe that the information system has been compromised, the involved Network Administrator must immediately force every password on the involved system to be changed at the next login. If systems software does not allow for that, the Network Administrator shall broadcast a message to all Users informing them of the required actions. If the situation warrants, the Network Administrator must immediately reset all passwords on the affected systems.

6.4.4 Accountability

Users are accountable for all usage of their County provided accounts, and therefore shall not grant access to their account to any person or entity. The assumption by the County is that only the authorized user of an account has access to it. Therefore, the authorized user is accountable for all actions associated with the account. This maintains the audit ability of user actions, so the Users cannot claim that someone else used their account to take unauthorized actions.

6.4.5 Password Disclosure

Users must never disclose their password(s) to anyone (including a superior or IT) or to any entity under any circumstances.

If access to certain County resources is required for business purposes, the Department Head should approve the access. Under no circumstances should any user provide access to said resources via sharing a password or through other means. If a password is unintentionally disclosed or suspected of being compromised, the user shall immediately change the password and notify the CISO.

6.4.6 Positive Identification to Reset Password

To obtain a new or changed password, the Network Administrator must positively authenticate the identity of the person making the request. Only upon positively identifying the person will the Network Administrator reset a password.

6.4.7 Password Selection

The first line of defense to prevent an attack against the County's information systems is the use of passwords that meet certain complexity requirements. Users are to choose a password that meets the following minimum complexity requirements:

1. Minimum length is 14 characters

2. Must contain at least one number (1, 2, 3, 4 ...)
3. Must contain at least one capital letter (A, B, C, D ...)
4. Must contain at least one lower case letter (a, b, c, d ...)
5. Must contain at least one symbol (\$, !, # ...)
6. Must not contain the user account name (will also be rejected for partial account name)
7. Must NOT be written down

6.4.8 Password Aging

All Users shall be forced by the network to change their passwords at least once every ninety (90) days.

6.4.9 Tracking Previous Passwords Used

If system software permits, a history file of passwords must be employed to prevent Users from reusing passwords. The history file must minimally contain the last thirteen (13) passwords for each user-ID.

6.4.10 Password Storage

For all County information systems, passwords must be encrypted when stored or transmitted. Passwords must not be stored in unencrypted form in batch files, automatic login scripts, software macros, terminal function keys, computers without access control systems, or in other locations where unauthorized Users might discover them. Similarly, passwords must not be written or produced in hard copy form and left in a place (e.g., a post-it note under the keyboard, next to the monitor screen or inside the laptop or iPad cover) where unauthorized Users might discover them.

6.4.11 Limited Number of Log-in Attempts

Access to an account will be locked-out if an unreasonable number of unsuccessful login attempts occur during a preset time period. A maximum of 10 failed login attempts will be allowed before the account is locked-out. The user is required to contact IT in order to regain access to their account. IT will take appropriate precautions to positively identify the user before re-enabling access to the account. The Department Head may be contacted to positively identify locked out Users.

6.5 Information Systems Backup

6.5.1 Backup Responsibility

To protect the County's information resources from loss or damage, IT is responsible for the installation of automated back-up hardware and/or software. All critical information must be backed up on a regular basis. Information shall be backed up on the County network on a nightly, weekly, month-end and annual basis.

6.5.2 Backup Plan

County IT shall formulate a backup plan for all County Information resources. Regular backups of all the information is required, as part of risk mitigation and contingency planning. In case of a security breach or loss of Data, backup files may be used for recovery purposes.

6.5.3 Backup Testing

All backups of critical data must be tested periodically to ensure that they still support full System recovery. Network Administrators or Information custodians must document all restore procedures and test them at least annually. Backup media must be retrievable 365 days a year.

6.5.4 Offsite Storage of Backups

The backup itself must be carefully protected. A copy of the backup will be made and stored offsite (out of the building). The offsite storage location must provide evidence of adequate fire and theft protection and environmental controls.

6.6 System Logs

6.6.1 System Logs Enabled

All County information systems shall log security events. Examples of significant security events includes Users switching user IDs during an on-line session, attempts to use passwords, attempts to use privileges that have not been authorized, modifications to system software, changes to user privileges, and changes to logging subsystems.

6.6.2 Accountability and Traceability for All Privileged System Commands

All special privileged commands issued on the County's information systems must be traceable to individuals via comprehensive logs.

6.6.3 Reviewing Logs in a Timely Manner

To allow proper action to be taken in a timely manner, security event logs must be reviewed in a timely manner.

The frequency of the review is dependent on the Sensitivity of the information and the criticality of the System. Each Department Head and custodian will need to determine the appropriate period for reviews.

6.6.4 Clock Synchronization

All computers and multi-user systems connected to the County WAN must always have its internal clock synchronized with a master clock for purposes of correlating significant security events.

6.7 Malicious Code

6.7.1 Malicious Code Detection

The County shall employ the use of Malicious Code detection software on all its Systems. Malicious Code checking programs are to be kept current via automated means.

6.7.2 Protecting Mobile Computing Devices from Malicious Code

County IT shall develop a process for Users using mobile computing devices (e.g., laptop computers) to receive timely updates to the software used to protect against Malicious Code (e.g., viruses). Users have the responsibility to ensure that their mobile computing device has the latest protection against Malicious Code by following the policies and procedures set forth by IT.

6.7.3 Initial Scanning of Software

Software on all County systems must be scanned for malicious code and copied or backed up prior to its initial use. The copies must not be used for ordinary business activities but must be reserved for recovery from malicious code infestations and other security problems.

6.7.4 Malicious Code Eradication

Users are prohibited from attempting to eradicate Malicious Code from a system on the County's Information System unless they do so in conjunction with authorized IT staff. If a virus or other malicious code is detected, IT is to be notified immediately. The computer is not to be shut down but will be removed from the network by IT upon discovery.

6.8 Mobile Devices

This section applies to laptop computers, Handheld Computers, tablets, smart phones, and Mobile Storage Devices such as USB flash drives or memory sticks, CDs, DVDs, diskettes, MP3 players, digital pens etc, that are used for storing data. Mobile devices are subject to safeguards to protect the Confidentiality of the Data on them. The guidelines below outline the steps needed to ensure the proper use and administration of mobile devices.

1. All mobile devices that receive County information (e.g. County email) or contain County information (e.g. pictures) must be registered with IT. This includes all personally owned and County owned devices.
2. Any mobile device should be used only by the individual that has registered it. Any mobile device should not be used by any other individual outside of County government.
3. Mobile devices and media must be password protected.
4. Any mobile device or media should protect the data with a method of Data Encryption. Exceptions may be made by the CISO in conjunction with the STG. A record of the exceptions will be kept on the Mobile Device Inventory.
5. Wireless data transmission to and from the mobile device, including syncing, must be done via an encrypted connection.
6. Mobile devices should be safeguarded from theft or loss the same way as a personal credit card.
7. All mobile devices will indicate method of return to IT Department if found. Any misplaced mobile device must be immediately reported to the CISO.

8. All mobile devices are subject to the same security guidelines as workstation units including restricting visibility of display in public areas.
9. All data contained on mobile devices must be backed up on a regular basis according to the policies and procedures set forth by IT.
10. Mobile Media that leaves the County worksite must follow all mobile device requirements.
11. Mobile devices are to be synchronized only to a County-approved computer.
12. Disposal of any mobile device must follow the guidelines set forth in the Oneida County Procedures for Protecting PPSI When Disposing or Reusing Electronic Equipment.
13. Laptop computers shall be encrypted to protect sensitive information that may be resident on the device.

6.9 Encryption

6.9.1 Use of Encryption

Use of Encryption on the County's Information System will only be done using processes approved by the CISO, and only for official County business. Users are forbidden to use Encryption for any other purposes except for official County business.

6.9.2 Transmittal of Sensitive Information

Sensitive information that is to be transmitted outside the County's WAN or via email or the Internet shall be encrypted. The requirement for encryption is set by the applicable Department Head. Oneida County IT sets and the CISO approves the encryption processes to be used by the County to meet this requirement.

6.9.3 Storage of Sensitive Information

Sensitive information stored on County information systems must be encrypted. In addition, any archived (back-up copies) sensitive information also needs to be encrypted.

Encrypting stored sensitive information adds another security layer to the defense in depth concept. Encryption archived information prevents someone with access to the back-up tapes to access sensitive information.

6.9.4 Encryption Keys

Encryption keys used by the County shall be treated as confidential information. Access to encryption keys shall be strictly limited to those who have a need-to-know basis.

6.9.4.1 Encryption Key Escrow

Copies of all encryption keys will be kept in escrow and accessible by the County Executive and CISO.

6.10 Transfer of Computer Equipment and Media

6.10.1 Internal to the County

The County strives strongly to protect the confidentiality of information entrusted to it. As the County upgrades computing equipment, equipment may be moved to other areas within the County. To protect information entrusted to the County, the proper measures need to be employed to ensure that all data is removed from the computer's storage media before the computer is relocated to another location within the County. The removal of such data shall be conducted by IT using methods including but not limited to reimaging as approved by the CISO that ensure that any previously stored information will not be recoverable.

6.10.2 Outside the County

As the County upgrades its computer systems, the County may decide to dispose of its old computers. Before any computer is approved as surplus and leaves County premises, IT shall be contacted and shall ensure that the hard drive is removed and drilled ensuring that any previously stored information on the media is not recoverable. Removing data by methods other than drilling the hard drive will be considered on a case by case basis and must be approved by the CISO.

6.11 Hardware and Software Configuration

Configurations and set-up parameters, as defined by Oneida County IT for deployed hardware and software must comply with County security policies and procedures. The configurations and

parameters have been designed with security in mind as well as the County's ability to conduct business. Any changes in the configurations and set-up parameters of deployed hardware and software can undermine overall security, and thus are **forbidden**, unless approved in advance by the CISO. IT reserves the right to disconnect from the County network any hardware or software application with configuration or parameters that are not compliant.

6.12 Physical Security

Physical access to wiring closets and computer machine rooms, and the like, must be restricted to authorized personnel only. The equipment must be located in locked rooms or inside locked cages to prevent tampering and unauthorized use. Information technology equipment must be protected from power surges, power failures, water damage, overheating, fire, and other physical threats.

6.13 Systems Development and Maintenance

Security requirements and controls must reflect the business value of the information involved and the potential business damage that might result from a failure or absence of security controls. It is required that security requirements be considered throughout the systems development life cycle (SDLC). Whenever new systems are procured or developed or existing systems significantly modified by either in-house or vendor personnel, the procedures developed by the STG shall be followed.

7 Appendix A: SECURITY OFFICIAL JOB DESCRIPTION

Title: Chief Information Security Official (CISO)

Reports to: County Executive

Overview: The CISO is the individual responsible for Oneida County's on-going information security program. This includes all activities related to developing, implementing and maintaining security-related policies and procedures and monitoring performance to ensure that the confidentiality, integrity and availability of ePHI is adequately protected. The CISO is expected to help management create an environment in Oneida County that reinforces the importance of securing ePHI. This may be a part time or full time position depending on need.

Responsibilities:

1. Serves as the County's internal resource for all security-related matters, coordinating activities between departments and offices as needed.
2. Supports Oneida County's workforce and management in implementing sound security practices and preventing security incidents.
3. Serves on the County's HIPAA Security Task Group that prepares security policies and procedures and supporting material in accordance with applicable regulations and commonly accepted security and risk management practices, and recommends updates as required by operational, environmental, technological or regulatory changes.
4. Directs departments in performing initial and periodic assessments of the County's information security risks and proposes cost-effective security measures to ensure that ePHI is adequately protected and that Oneida County remains in compliance with HIPAA Security Rule requirements.
5. Promptly investigates security incidents brought to their attention and pursues resolution in conjunction with department management as needed.
6. Regularly reviews system activity data and reports to management on the status and effectiveness of the County's information security efforts.

7. Cooperates with Federal and State officials and other legal entities and organizations in conducting compliance reviews of investigations.
8. Facilitates Oneida County's security awareness and training efforts and ensures that workforce training is conducted as required.
9. Maintains required security documentation, including security incident logs, Risk Assessment and Risk Management documents, policies and procedures and records of any sanction actions.
10. Works with Oneida County's privacy officials to ensure successful implementation of the County's HIPAA compliance programs.

8 Qualifications:

1. Knowledge of current Federal and State information security laws and regulations as they pertain to safeguarding ePHI.
2. Familiarity with Oneida County's operations and information systems and other computer applications utilized to support those operations.
3. Familiarity with commonly accepted security and Risk Management practices.
4. Familiarity with technical tools utilized to secure ePHI and monitor information system performance.
5. Ability to propose and implement cost effective security measures appropriate to the County's operations
6. High degree of personal integrity and trust
7. Skill working with personnel at all organizational levels
8. Analytical, written and verbal skills

9 Responsibilities of Members of the County's Security Task Group:

1. Implement sound security practices to prevent security incidents.
2. Prepare security policies and procedures and supporting material in accordance with applicable regulations and commonly accepted security and Risk Management practices, and recommend updates as required by operational, environmental, technological or regulatory changes.
3. Facilitate departments' initial and periodic assessments of their information security risks and implement cost-effective security measures, based on the advice of the CISO, to ensure

that ePHI is adequately protected and that departments covered by HIPAA regulations remain in compliance with HIPAA Security Rule requirements.

4. Assist the CISO in promptly investigating security incidents brought to their attention and pursuing resolution in conjunction with the CISO as needed.
5. Implement The County's security awareness and training and ensure that workforce training is conducted in all departments as required.
6. Ensure proper contracts and agreements are in place with Business Associates (under HIPAA regulations) and other entities as required by law or regulation.
7. Make other people and agencies, such as business associates, aware of the County's security practices.

10 Appendix B: Glossary

Authentication: The process to establish and prove the validity of a claimed identity.

Availability: This is the 'property' of being operational, accessible, functional and usable upon demand by an authorized entity, e.g., a system or a user.

Breach: Unauthorized acquisition of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the County.

Classification: The designation given to information or a document from a defined category on the basis of its Sensitivity.

Confidentiality: The property that information is not made available or disclosed to unauthorized individuals, entities, or processes.

Controls: Measures employed to satisfy the requirements set forth in this policy.

County Entity: County Entity, for the purposes of this policy, shall include all County departments, offices, etc. over which the County Executive has executive power.

Custodian: An employee or organizational unit acting as a caretaker of an automated file or database on behalf of a department.

Data: Data shall be defined as any information created, stored (in temporary or permanent form), produced or reproduced, regardless of the form of media. Data, in both electronic or hard copy form, may include, but is not limited to, personally identifying information, reports, files, folders, memoranda, statements, examinations, transcripts, images, communications, electronic or hard copy.

Disaster: A condition in which information is unavailable, as a result of a natural or man-made occurrence that is of sufficient duration to cause significant Disruption in the accomplishment of the County's business objectives as determined by the County leaders.

Disruption: Activities such as network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.

Encryption: Rendering data unintelligible to anyone without a password.

ePHI: (electronic protected health information) Information that is defined as “protected health information” under HIPAA.

Extranet: A private network that uses Internet technology and the public telecommunications system to securely share information or operations with any non-County entity

Handheld Computer: Small computer running mobile version of operating system.

HIPAA: The Health Insurance Portability and Accountability Act of 1996. This act affects the confidentiality and security practices of several departments within the County including Department of Social Services, Mental Health Department, and the Health Department.

Incident: Any adverse event in an information system or network or the threat of the occurrence of such event.

Incident Response: The manual and automated procedures used to respond to reported network intrusions (real or suspected), network failures and errors, and other undesirable events.

Information: Information is defined as the representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by human or automated means.

Information Assets: (1) All categories of automated information, including but not limited to: records, files, and databases, and (2) information technology facilities, hardware and software owned or leased by the County.

Information Security: The concepts, techniques and measures used to protect information from accidental or intentional unauthorized access, modification, destruction, disclosure or inability to process the information -- be it temporary or permanent.

System: An interconnected set of information resources under the same direct management control that shares common functionality. A system may include hardware, software, information, data, applications, or communications infrastructure.

Integrity: The property that data has not been altered or destroyed from its intended form or content in an unintentional or an unauthorized manner.

Internet: A system of linked computer networks, international in scope, that facilitates data transmission and exchange, which uses the standard Internet protocol, TCP/IP, to communicate and share data.

Intranet: The intranet is an internal (i.e., non-public) network that uses the same technology and protocols as the Internet.

Intrusion Detection: The monitoring of network activities, primarily through automated measures, to detect, log and report actual or suspected unauthorized access and events for investigation and resolution.

IT: Information Technology. (Usually refers to Oneida County IT.)

LAN: Local Area Network

Laptop Computer: Mobile computer running standard operating system.

Malicious Code: Programming or files that are developed for the purpose of doing harm and exploiting data security, examples of which are viruses, worms, Trojan horses, spyware, and phishing.

Non-Repudiation: Non-repudiation is the ability for a system to prove that a specific user and only that specific user sent a message and that it hasn't been modified.

Off-site Backup: Mechanism to backup or archive PHI in a physical location other than that in which the data is primarily stored.

Owner: The department responsible for maintaining the integrity of the data.

PHI: Protected Health Information. A HIPAA term for any information (such as name, address, photo, diagnosis, etc.) used in a health-related context that should be kept confidential.

Mobile Media: Floppy Disk, CDROM, DVD, USB Hard Drive or other media designed to store data.

Mobile Storage Device: Device used for storing data such as USB flash drives or memory sticks, CDs, DVDs, diskettes, MP3 players, digital pens etc.

Procedures: Specific operational steps that individuals must take to achieve goals stated in policy.

Private information: Personal information in combination with any one or more of the following data elements, when either the personal information or the data element is not encrypted or encrypted with an encryption key that has also been acquired:

- (1) social security number;
- (2) driver's license number or non-driver identification card number; or
- (3) account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account.

"Private information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Risk: The probability of suffering harm or loss. It refers to an action, event or a natural occurrence that could cause an undesirable outcome.

Risk Assessment: The process of identifying threats to information or information systems, determining the likelihood of occurrence of the threat, and identifying system vulnerabilities that could be exploited by the threat.

Risk Management: The process of taking actions to assess risks and avoid or reduce risk to acceptable levels.

Sensitivity: The potentially harmful impact resulting from disclosure, modification, or destruction of information.

SO: CISO—appointed by the County Executive; see job description.

STG: Security Task Group. At a minimum, this group is composed of the SO, a representative from IT and departments that are considered “covered entities” under HIPAA---Department of Social Services, Mental Health Department, and Health Department. See responsibilities listed within the CISO Job Description, Appendix A.

Threat: A threat is a force, organization, or person which seeks to gain access to, or compromise, information. A threat can be assessed in terms of the probability of an attack. Looking at the nature of the threat, its capability and resources, one can assess it and determine the likelihood of occurrence, as in Risk Assessment.

Trojan Horse: Is a program in which malicious or harmful code is contained inside an apparently harmless program and, when executed, performs some unauthorized and undesirable activity or function.

User: Any person, organizational entity, or automated process that accesses a County system for legitimate government purpose, as authorized by the County of Oneida, including but not limited to employees, contractors/vendors, consultants, temporaries, all personnel affiliated with third parties and other workers at Oneida County.

Virtual Private Network (VPN): Is a way to use a public infrastructure, such as the Internet, to provide remote offices or individual Users with secure access to their organization’s network.

Virus: A malicious program that replicates itself on computer systems by incorporating itself into other programs that are shared among computer systems. Once in the new host, a virus may corrupt files, display unwanted messages, crash the host, etc.

Vulnerability: A weakness of a system or facility holding information which can be exploited to gain access to violate system integrity. Vulnerability can be assessed in terms by which the attack would be successful.

WAN: Wide Area Network—a network that connects two or more LANS.

Worm: A worm is a self-replicating piece of malicious software, similar to a virus, but requires no user action to activate it. A worm exploits weaknesses in operating systems and other applications to propagate itself to other systems.

ADDENDUM B- STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
 - b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
 - c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction.
Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus,
Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with

the requirements of the Rehabilitation Act of 1973, as amended; or

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification: (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

17. AUDIT

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

The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

20. COMPLIANCE WITH 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

EDWARD STEVENS
Director

120 Base Road • Oriskany, New York 13424

Phone: 315-765-2526 • Fax: 315-765-2529

January 10, 2022

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

FN 20 22-069

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente,

This contract is awarded to Oneida County under the New York State 2020 Statewide Interoperable Communications Grant Program (2020 SICG-Formula). Funding for this grant is provided by the United States Department of Homeland Security and Emergency Services.

The amount of this grant to Oneida County is \$781,082.00. The grant covers the period from January 1, 2021 – December 31, 2023 (36 months) with the possibility of an extension.

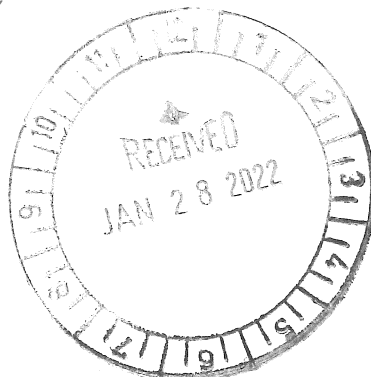
The purpose of the Statewide Interoperable Communications Grant Program is to allow the State support to aid County, local and municipal public safety organizations in enhancing emergency response, improving capability, improvements in governance structures, operating procedures, infrastructure development and addressing SAFECOM Guidance from the US Department of Homeland Security Office of Emergency Communications (OEC).

I respectfully request that you submit this contract to the Board of Legislators for approval and when approved, please have it electronically signed. If you have any questions, please contact me.

Sincerely,

Edward T. Stevens
Director

mle



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

Anthony J. Picente, Jr.
County Executive

Date 1-27-22

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

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

Title of Activity or Services: Homeland Security Grant – Statewide Interoperable
Communications Grant (2020 SICG-Formula)

Proposed Dates of Operations: 01/01/2021 – 12/31/2023

Client Population/Number to be Served: Oneida County

Summary Statements

1). Narrative Description of Proposed Services: To aid county, local, and municipal public safety organizations. This grant will continue to support the expansion of the digital trunked public safety radio system.

2). Program/Service Objectives and Outcomes: To enhance emergency response by improving capability, operating procedures, and infrastructure development.

3). Program Design and Staffing Level: N/A

Total Funding Requested: \$781,082.00

Account #H634

Oneida County Dept. Funding Recommendation: \$781,082.00

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

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments: Yearly grant application. Please note electronic signature is required. This funding will be used for P25 Interoperable Communications Equipment, and will pay for the annual lease agreement for Motorola.

<p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p>NYS COMPTROLLER'S NUMBER: C197851 (Contract Number)</p> <p>ORIGINATING AGENCY CODE: 01077</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: SI2020 CFDA NUMBER: DHSES NUMBERS: WM20197851</p>
<p>FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO: (if applicable) 300100000 000 SFS VENDER NO: 1000002595 DUN & BRADSTREET NO: 075814186</p>	<p>INITIAL CONTRACT PERIOD: FROM 01/01/2021 TO 12/31/2023 FUNDING AMOUNT FOR INITIAL PERIOD: \$781,082.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable)</p>
<p>CHARITIES REGISTRATION NUMBER:</p> <p><input type="text" value="n/a"/></p> <p>(Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>n/a</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has <input type="checkbox"/> has not <input type="checkbox"/> timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: , Date: State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picante jr., County Executive Date:</p>	
<p>ATTORNEY GENERAL'S SIGNATURE</p> <p>_____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE</p> <p>_____ Title: _____ Date: _____</p>

Statewide Interoperable Communications Grant

Award Contract

Project No.

SI20-1049-E00

Grantee Name

Oneida County

11/12/2021

Statewide Interoperable Communications Grant

Award Contract

Project No.
SI20-1049-E00

Grantee Name
Oneida County

11/12/2021

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

SI20-1049-E00

Grantee Name

Oneida County

11/12/2021

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

APPENDIX A-1

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

1. Appendix A-1¹
2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

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

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

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

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

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

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

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

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

L. Notice:

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

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

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

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

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

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in

the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

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

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

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

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

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

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

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

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

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

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the

Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

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

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

2. Notice of Termination:

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

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

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

- i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

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

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

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

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

- a. the repayment to the State of any monies previously paid to the Contractor; or
- b. the return of any real property or equipment purchased under the terms of the Contract; or
- c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part

from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

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

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

comply with the following applicable provisions:

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

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.
 - c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.
 - e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
 - a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales

records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

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

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

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

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

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

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

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

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

term of the Contract.

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

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

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

1. General Provisions

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

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

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

2. Contract Goals

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

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

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

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these

terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

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

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

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

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

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

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

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

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

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

c. Staffing Plan

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

d. Workforce Employment Utilization Report

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

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

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

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

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
- b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
- c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

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

6. MWBE Subcontractor Utilization Quarterly Report

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

7. Liquidated Damages - MWBE Participation

- a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

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

M/WBE

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will

also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

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

EEO

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

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

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

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

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

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

S. Additional Terms

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

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

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

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

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

any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

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

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

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR §200.320(c). A copy of DHSES' approval must also be submitted with the voucher for payment.

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

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

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

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

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

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

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

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

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

v. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable

deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

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

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

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

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

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

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

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

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for

Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

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

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

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

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

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

1. General Administrative Requirements:

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

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

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

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

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the

Minority Business Development Agency of the Department of Commerce; and
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

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

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

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

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

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.
2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.
3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related

transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

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

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed Itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

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

R. Equipment and Property:

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

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

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

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

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments,

award recipients should contact DHSES at 1-866-837-9133 for guidance.

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

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

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

² As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

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

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

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

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

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

⁸ Not applicable to not-for-profit entities

VER 04/2021

Certified by - on

Award Contract

Statewide Interoperable Communications Grant

Project No.

Grantee Name

SI20-1049-E00

Oneida County

11/12/2021

Budget Summary by Participant

Oneida County

Oneida County Emergency Services - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	P25 Compliant Interoperable Communications Equipment at Remote Site Locations (routers, switches, microwave system and related components)	N/A	1	\$152,511.00	\$152,511.00	\$152,511.00	\$0.00
Total					\$152,511.00	\$152,511.00	\$0.00

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

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$781,082.00	\$781,082.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$781,082.00	\$781,082.00	\$0.00

11/12/21, 5:05 PM

Award Contract

Award Contract

Statewide Interoperable Communications Grant

Project No.

Grantee Name

SI20-1049-E00

Oneida County

11/12/2021

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

SI20-1049-E00

Oneida County

11/12/2021

Work Plan**Goal**

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

Objective #1

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

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

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

Task #1 for Objective #1

Purchase allowable interoperable communication equipment and/or acquire services and/or provide maintenance. Train appropriate personnel in the proper use of equipment and place equipment into service. Establish or improve governance and standard operating procedures related to such equipment. Report on progress of implementation of project and the development and implementation of formalized standard operating procedures and governance structure.

Performance Measure

Identify equipment ordered and received and/or services acquired and/or maintenance activities conducted. Provide a brief narrative on the training of personnel and the deployment of equipment and/or activities conducted. Provide a brief narrative, including examples, of formalized governance and/or standard operating procedures. Describe how the project enhanced interoperable communication capabilities in the jurisdiction. Describe how the project increased multi-agency regional partnerships, including partnerships with consortiums. Equipment and services accountability records are properly maintained.

Objective #2

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

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

Task #1 for Objective #2

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

Performance Measure

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

Task #2 for Objective #2

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

Performance Measure

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

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

Task #3 for Objective #2

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

Performance Measure

1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

2 Provide the percentage of the established Minority and Women Business Enterprise goal that has been met to date.

Statewide Interoperable Communications Grant**Award Contract**

Project No.
SI20-1049-E00

Grantee Name
Oneida County

11/12/2021

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

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

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

Reimbursement requests need to include the following documents:

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

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

B. Interim and/or Final Claims for Reimbursement

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

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

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A

1220 Washington Avenue
Albany, NY 12242

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

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

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

Expenditure Report (Fiscal Cost Report)

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

Final Report

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

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

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

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

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

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

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

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

Rev. 07/2021

Certified by - on

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

SI20-1049-E00

Oneida County

11/12/2021

Special Conditions

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

A. Permissible Use of Funding

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

B. Record Requirements

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

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for SICG as listed in the Request for Applications, which can be located at <http://www.dhSES.ny.gov/oiec/grants/>.
2. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using SICG funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHSES/OIEC Grant Guidance for grant funding, requires that all interoperable communications equipment employ the use of APCO P-25 compliant equipment; a recommended technology to achieve emergency interoperable communications.
4. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that subrecipients must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

5. If federal dollars will be used to fund any part of the projects under this Contract, subrecipients are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

D. Training & Exercise Related Activities

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

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

E. Planning, Administration and Deployment Costs

1. Services relating to developing, designing and implementing interoperability plans and network system development must be consistent with awarded applications.
2. Permissible costs are limited to costs associated with the development and deployment of public safety communications systems, networks, technology or facilities whose purpose is to provide the sharing of voice, data and video transmissions; dispatch and incident management involving two or more organization or jurisdiction and in accordance with approved interoperability plans operating standards.

F. Law Enforcement Requirements

1. Subrecipients agree that such funding shall leverage a regional approach to support multi-jurisdictional (two or more counties) and multi-discipline (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems is accomplished.
3. Acceptance of the SICG funding indicates your acknowledgement that State agencies/authorities and other jurisdictions are permitted on your radio system for the coordination and provision of State assistance. Failure to comply with this requirement may result in a disallowance of costs and jeopardize future funding opportunities.

G. Consortium Requirements

1. Subrecipients must be an active member of, or demonstrated a commitment to, a regional consortium. Such a consortium shall consist of two or more counties formed to promote multi-jurisdictional (two or more) and multi-discipline (two or more) (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications and interoperability; and must support the agencies of the State of New York.
2. If not currently a member of a consortium, the commitment to participate in a consortium must be in effect and certified within 120 days of notice of potential award. Certification requirements can be found in the Request for Applications, which can be located at <http://www.dhses.ny.gov/oiec/grants/>.
3. Subrecipients are responsible to ensure that funds used under this grant acknowledge accessibility for other jurisdictions and levels of government, including state agencies, to share communications systems to achieve further statewide cross-jurisdictional and intergovernmental interoperability goals and objectives.
4. Subrecipients must maintain membership in the consortiums indicated in their application throughout the grant period.

H. SEQRA and EHP Requirements

1. Subrecipients shall ensure compliance with the State Environmental Quality Review Act of 1975, as amended, and all other local environmental and historic preservation requirements, in the planning and execution of all projects under this grant. Please contact the New York State Division of Environmental Conservation, or visit <http://www.dec.ny.gov/permits/357.html>, for additional information.
2. If federal dollars will be used to fund any part of the projects under this Contract, subrecipients are further required to comply with all applicable federal environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
3. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.
4. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
5. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the New York State Office of Parks, Recreation and Historic Preservation (OPRHP).

I. Equipment Maintenance Requirements

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

J. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training

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

K. Construction and Infrastructure

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

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

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



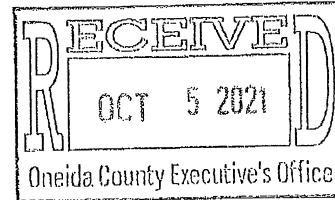
Homeland Security
and Emergency Services

KATHY HOCHUL
Governor

PATRICK A. MURPHY
Commissioner

September 28, 2021

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue, #10
Utica, NY 13501



Dear Mr. Picente,

I am pleased to announce that Oneida County has been awarded \$781,082 under the New York State 2020 Statewide Interoperable Communications Grant Program (2020 SICG-Formula). This program, administered by my agency, allows for the State support to aid county, local and municipal public safety organizations in enhancing emergency response, improving capability, improvements in governance structures, operating procedures, infrastructure development, and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC). The 2020 SICG-Formula Program will concentrate on improving interoperability and operability of communications systems in New York State. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2020-SICG-Formula grant will be 24 months, beginning January 1, 2021 – December 31, 2022, with the possibility of an extension based upon a good cause shown and ample justification for needing additional time. Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 45 calendar days from the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "your public safety first" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Deputy Director, Brett Chellis, at 518-322-4911.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

Patrick A. Murphy
Commissioner

cc: Mr. Daniel Appler, Deputy Director
Oneida County Emergency Services

Project Budget Information

Sub-Recipient (Grantee):	
Project Title:	2020 Statewide Interoperable Communications Grant - Formula Project Budget Worksheet

Project Description, Outcomes, and Impacts

PROJECT DESCRIPTION - Please provide a description of your project in the box below.

Description:

Project Budget Plan

DIRECTIONS: Sub-Recipients must provide clear, detailed budget descriptions, with a justification for each budget item identified in the budget plan. Please use the "Budget Item Description and Justification" column to provide this information. When completing this worksheet, please fill out each column for every row you complete. *Note: Please use the dropdown menu for the NYS Budget Category.

Item #	Budget Item Description	Budget Item Justification	* NYS Budget Category	Total Cost
1	Annual Lease Agreement Replacement	Legacy Analogs System of P25		628,591.00
2				
3	P25 compliant interoperable communications equipment			152,511
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

PROJECT TOTAL \$0

Appler, Daniel P.

From: Info, Grant (DHSES) <Grant.Info@dhSES.ny.gov>
Sent: Thursday, September 30, 2021 3:40 PM
To: County Executive
Cc: Appler, Daniel P.; Kelley, Kristine (DHSES)
Subject: FY2020 Statewide Interoperable Communications Grant Program Award Letter- Oneida County
Attachments: 2020 SICG Formula - Project Budget Worksheet.xlsx; Oneida County.pdf

**Warning - This email originated from an external source.
Do not click links or attachments unless you recognize the sender and know the content is safe.**

Dear Homeland Security Stakeholder:

We are pleased to inform you that Governor Hochul has announced awards for the \$45 Million Statewide Interoperable Communications Grant Program (2020 SICG Formula) to support improving interoperability and operability of communications systems in New York State. The grant announcement by Governor Hochul can be found at: <https://www.governor.ny.gov/news/governor-hochul-announces-45-million-state-grant-funding-improve-emergency-communications>. This program allows for State support to counties for eligible expenses for improvements and sustainment of Land Mobile Radio Systems (LMR), maintenance of components supporting interoperability, training and exercises, sustainment and further development of governance.

Attached to this email is a copy of the letter that was sent by mail announcing your County's award under the 2020 SICG Formula grant. In addition, for your convenience, we have also included a Budget Template that can be used to submit your finalized budget information (due within 45 calendar days) via e-mail to our grants mailbox at: Grant.Info@dhSES.ny.gov.

For any general questions regarding this grant program, please feel free to contact:

Grant Administrator
Office of Interoperable and Emergency Communications
NYS Division of Homeland Security and Emergency Services
1220 Washington Avenue, Building 7A, Suite 710
Albany, NY 12226

By E-mail: Grant.Info@dhSES.ny.gov

Sincerely,

Eric Abramson
Director of Grants Program Administration

NYS Division of Homeland Security & Emergency Services
Grants Program Administration
1220 Washington Avenue, State Campus Building 7a, Albany, NY 12226



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

February 3, 2022

FN 20 22 - 076

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

C&S Engineers, Inc. has been providing the County with project management services for the radio system upgrade. As we continue to expand our project, it is necessary to do an amendment to their contract, from \$844,444.00 to \$892,544.00 (an increase of \$48,400.00). This amendment will also change the end date of the contract to December 31, 2022. This will allow us to continue work on the buildout of the Annsville and Floyd towers which were delayed in 2021 for a variety of reasons.

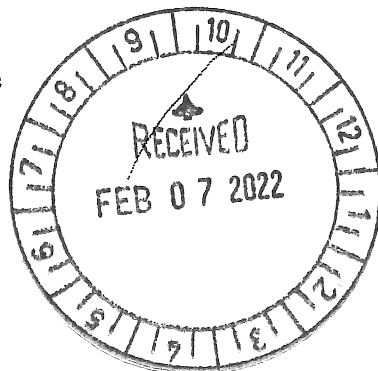
Our office has reviewed the contract amendment and finds it to be in conformance with the requirements of the project. If you find this amendment acceptable, I ask that you forward this same to the Board of Legislators for their approval.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Edward T. Stevens
 Director of Emergency Services

ETS/mle



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

Anthony J. Picente, Jr.
 County Executive

Date 2-7-22

Oneida Co. Department: Emergency Services

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

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

Title of Activity or Service: Project Management Services

Proposed Dates of Operation: January 1, 2022 - December 31, 2022

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** Contractor will continue to provide project management services for the Emergency Communications Improvement Project. The current phase of this project involves towers in Annsville and Floyd.
- 2) **Program/Service Objectives and Outcomes:** Project management services in support of the upgrade project.
- 3) **Program Design and Staffing:** As described.

Total Funding Requested: \$48,400.00

Account # A3020.492

Oneida County Dept. Funding Recommendation: \$48,400.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: C&S has been working with us on this communications system upgrade project since the start. We wish to continue to utilize their knowledge and contact within the communications field.

AMENDMENT #6 TO CONSULTING AGREEMENT

THIS AMENDMENT, made this _____ day of _____, 20____, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "COUNTY," and **C & S ENGINEERS, INC.**, a domestic business corporation organized and existing under the laws of the State of New York with its principal offices located at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212, hereinafter referred to as "CONSULTANT."

WHEREAS, the parties hereto entered into an agreement dated February 1, 2016 (COUNTY contract No. 3490), hereinafter referred to as the "Original Agreement," a copy of which is annexed hereto as "Exhibit A;" and

WHEREAS, pursuant to the Original Agreement the CONSULTANT is providing Program/Project Management Services to the COUNTY, hereinafter referred to as the "Services," for its ongoing Emergency Communications System Improvement Project, hereinafter referred to as the "Project;" and

WHEREAS, as a result of an increase in the scope of the Project, the Original Agreement's scope, fee, and time of completion was modified via Amendments #1, #2, #3, #4 and #5; and

WHEREAS, the overall Project scope and duration of the Project is being further expanded by the County after execution of the Original Agreement and Amendments #1, #2, #3, #4 and #5; and

WHEREAS, as a result of the increase in the completion time of the Project and continuing Services provided by CONSULTANT, the CONSULTANT estimates an increase in cost and need for extension of time of the Original Agreement; and

WHEREAS, the CONSULTANT has, to date, performed all Services requested by the COUNTY, and is willing and able to perform the additional Services necessary to meet the needs of the COUNTY in completion of the Project; and

WHEREAS, Article 3.2 of the Original Agreement allows for additional compensation to be paid when changes to the Project scope require the CONSULTANT to perform additional Services; and

WHEREAS, as a result of the increase in the scope and duration of the Project there is a need to extend the term of the Original Agreement;

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

1. Article 3.1 of the Original Agreement shall be stricken in its entirety and replaced with the following:

3.1. COUNTY agrees to pay CONSULTANT an additional lump sum fee of forty eight thousand four hundred dollars (\$48,400.00) for Services identified in Exhibit B-4. The total fee for this Agreement (including Amendments #1, #2, #3, #4, #5 and #6) shall be increased to \$892,544.00. Payments shall be based on Exhibit B-4 on the basis of work completed.

2. Exhibit B-4, "Engineering & Project Management Services for 2022," contains the cost proposal for new site development in 2022, a copy of which is annexed hereto. Exhibit B-4 shall be incorporated into the Original Agreement by this reference.

3. Article 10.1 shall be amended such that the date "December 31, 2021" shall be stricken and replaced with "December 31, 2022."

4. All other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have caused this Amendment to be executed on the date first above.

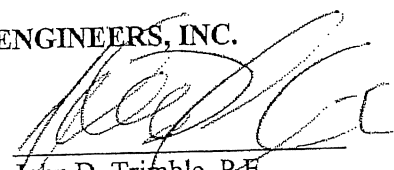
COUNTY OF ONEIDA

By:

Anthony J. Picente, Jr.
County Executive

C&S ENGINEERS, INC.

By:



John D. Trimble, P.E.
President and CEO

Approved:

Assistant County Attorney

Exhibit A
Original Agreement

CONSULTING AGREEMENT
COUNTY OF ONEIDA

THIS Agreement is made and entered into this 1 day of FEBRUARY, 2016, by and between THE COUNTY OF ONEIDA, a municipal corporation in the State of New York with principal offices at 800 Park Avenue, Utica, NY 13501, hereinafter called "COUNTY," and C & S Engineers, Inc., with principal offices at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, COUNTY requires consulting services to assist the COUNTY in providing Program/Project Management Services for an Emergency Communications System Improvement Project; and

WHEREAS, CONSULTANT has submitted a proposal to provide Program/Project Management Services for an Emergency Communications System Improvement Project, and CONSULTANT represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner; and

WHEREAS, COUNTY Board of Acquisition and Contract has authorized the contract;

NOW, THEREFORE, it is mutually agreed by COUNTY and CONSULTANT that for the consideration hereinafter set forth, CONSULTANT shall provide said services to COUNTY, as set forth in greater detail herein.

1. ARTICLE 1 - SCOPE OF WORK

- 1.1. CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2. CONSULTANT'S work product shall be completed and submitted in accordance with industry standards. Completion dates, if specified herein, may only be modified by mutual written agreement between COUNTY and CONSULTANT. CONSULTANT agrees to diligently perform the services to be provided under this Agreement.
- 1.3. It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that COUNTY relies upon the professional skills of CONSULTANT to do and perform CONSULTANT'S duties.

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

1.5. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of COUNTY. COUNTY is licensed to utilize these documents for COUNTY applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of COUNTY.

2. ARTICLE 2 - PERFORMANCE OF SERVICES

2.1. CONSULTANT represents that CONSULTANT is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. CONSULTANT shall use CONSULTANT'S best efforts to perform the Services such that the results are satisfactory to the COUNTY. CONSULTANT 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.

2.2. CONSULTANT may, at CONSULTANT'S own expense, employ or engage the services of such employees, subcontractors and/or partners as CONSULTANT 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. CONSULTANT 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. CONSULTANT shall expressly advise the Assistants of the terms of this Agreement.

2.3. CONSULTANT acknowledges and agrees that CONSULTANT 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.

2.4. CONSULTANT shall inform the COUNTY within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. CONSULTANT maintains the right to do so at any time, and COUNTY maintains the right to contract with other individuals or entities to perform the same services.

3. ARTICLE 2 – COMPENSATION

- 3.1. COUNTY agrees to pay CONSULTANT a lump sum fee of \$234,356.00 for services identified in Exhibit A. Payments shall be based on Exhibit B, Proposed Fee, attached hereto and made on a basis of work completed.
- 3.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify COUNTY of the identified changes and advise COUNTY of the recommended solution. Work shall not be performed on such changes without prior written authorization of COUNTY. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of work completed and/or on completion of major tasks.

4. ARTICLE 4 - NOTICE TO PROCEED

- 4.1. This Agreement shall become effective upon execution of the final signature. CONSULTANT shall commence work upon receipt of COUNTY'S Notice to Proceed, which shall be in the form of a letter signed by COUNTY'S Project Manager. COUNTY'S Notice to Proceed will authorize the Contracted Services described in Exhibit A with fees described in ARTICLE 3. No work shall commence until the Notice to Proceed is issued.

5. ARTICLE 5 – TERMINATION

- 5.1. This Agreement may be terminated by COUNTY immediately for cause or upon 10 days written notice.
- 5.2. If this Agreement is terminated, CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that COUNTY may condition payment of such compensation upon CONSULTANT'S delivery to COUNTY of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for COUNTY in connection with this Agreement. Payment by COUNTY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same.
- 5.3. This Agreement may be terminated by CONSULTANT upon 10 days written notice to COUNTY only in the event of substantial failure by COUNTY to fulfill its obligations under this Agreement through no fault of the CONSULTANT.

6. ARTICLE 6 - PROJECT MANAGERS

- 6.1. COUNTY designates Fred Lampman as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT'S performance under this Agreement, and for liaison and coordination between COUNTY and CONSULTANT. In the event COUNTY wishes to make a change in the COUNTY'S representative, COUNTY will notify CONSULTANT of the change in writing.
- 6.2. CONSULTANT designates Robert Duclos, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the COUNTY'S Project Manager.

7. ARTICLE 7 - INDEMNIFICATION AND INSURANCE

- 7.1. Indemnification. The CONSULTANT agrees that it shall defend, indemnify and hold harmless the COUNTY from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the CONSULTANT and its subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CONSULTANT and its subconsultants or failure on the part of the CONSULTANT and its subconsultants to comply with any of the covenants, terms or conditions of this agreement.
- 7.2. Insurance Requirements. CONSULTANT shall procure and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by COUNTY. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by COUNTY. The certificates shall be on forms approved by COUNTY. Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. COUNTY reserves the right to require CONSULTANT to provide insurance policies for review by COUNTY. CONSULTANT grants COUNTY a limited power of attorney to communicate with CONSULTANT'S insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.
- 7.3. Commercial General Liability Insurance. The CONSULTANT agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required,

such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.

- 7.4. Professional Liability Insurance. The CONSULTANT shall maintain a professional liability policy and will provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) aggregate. The CONSULTANT agrees that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.5. CONSULTANT shall maintain Auto Liability insurance in an amount equal to or greater than \$1,000,000.00 for the duration of this contract. The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.6. Workman's Compensation insurance shall be procured by CONSULTANT in accordance with State Law.
- 7.7. CONSULTANT shall require any subconsultant to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the CONSULTANT in paragraphs 7.3, 7.4, 7.5, and 7.6 above.

8. ARTICLE 8 – NOTICES

- 8.1. Any notice which COUNTY may desire or is required at any time to give or serve CONSULTANT may be delivered personally, or be sent by United States mail, postage prepaid, addressed to CONSULTANT's Project Manager's attention, or at such other address as shall have been last furnished in writing by CONSULTANT to COUNTY. Any notice which CONSULTANT may desire or is required at any time to give or serve upon COUNTY may be delivered personally at 120 Base Road, Oriskany, New York 13424, or be sent by United States mail, postage prepaid, addressed to Director of Emergency Services, 120 Base Road, Oriskany, New York 13424, or at such other address as shall have been last furnished in writing by COUNTY to CONSULTANT. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

9. ARTICLE 9 – MISCELLANEOUS

- 9.1. This Agreement and all exhibits, attachments, appendices and addendums represent the entire understanding of COUNTY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.

- 9.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of COUNTY.
- 9.3. Should any part of this Agreement be declared by a final decision by a court of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4. Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the COUNTY is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5. This Agreement and all matters relating to it shall be governed by the laws of the State of New York with venue for any proceeding commenced to be held in the Supreme Court of the State of New York, County of Oneida.
- 9.6. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 9.7. If the COUNTY becomes party to any litigation resulting from this project that is not the fault of the CONSULTANT and that requires the CONSULTANT's services, the additional fee to be paid shall be one that is mutually agreed upon between the COUNTY and the CONSULTANT.
- 9.8. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 9.9. The COUNTY's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The COUNTY's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.10. There shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

9.11. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the COUNTY under this Agreement.

9.12. CONSULTANT shall comply with COUNTY's Standard Addendum attached hereto and incorporated herein.

10. ARTICLE 10 - TERM

10.1. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by COUNTY, or in any event, no later than December 31, 2017. The terms of this Agreement may be amended only in writing signed by both parties.

11. ARTICLE 11 - INDEPENDENT CONTRACTOR STATUS

11.1. It is expressly agreed that the relationship of the CONSULTANT to the COUNTY shall be that of an Independent Contractor. The CONSULTANT shall not be considered an employee of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he 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.

11.2. CONSULTANT warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of CONSULTANT'S income, or (2) that he or she 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. CONSULTANT and COUNTY agree that CONSULTANT is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

11.3. The CONSULTANT shall not be eligible for compensation 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.

11.4. CONSULTANT acknowledges and agrees that neither CONSULTANT, nor its Assistants, shall be eligible for any COUNTY employee benefits, including retirement membership credits.

11.5. CONSULTANT shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to CONSULTANT or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with

respect to CONSULTANT'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). CONSULTANT shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

11.6. The CONSULTANT will indemnify and hold the COUNTY harmless from all loss or liability incurred by the COUNTY as a result of the COUNTY not making such payments or withholdings.

11.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the CONSULTANT'S Independent Contractor status, it is agreed that both the COUNTY and the CONSULTANT 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.

11.8. The CONSULTANT 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. ARTICLE 12 – EXPENSES

12.1. CONSULTANT is solely responsible for paying all of his/her 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. ARTICLE 13 - TRAINING

13.1. CONSULTANT shall not be required to attend or undergo any training by the COUNTY, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, CONSULTANT shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

14. ARTICLE 14 - ADVICE OF COUNSEL

14.1. 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.


15. ARTICLE 15 - OTHER DOCUMENTS

15.1. The documents listed below shall become part of this agreement.

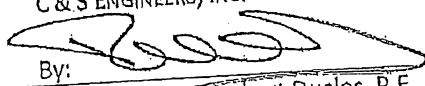
- 15.1.1. Exhibit A, Scope of Services
- 15.1.2. Exhibit B, Proposed Fee
- 15.1.3. Exhibit C, Certification of Consultant
- 15.1.4. Exhibit D, Standard Addendum

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

COUNTY OF ONEIDA

By:  Date: 1/19/16
Anthony J. Picente, Jr.
Oneida County Executive

C & S ENGINEERS, INC.

By:  Date: 2/1/16
Robert Duclos, P.E.
Senior Vice President

APPROVED

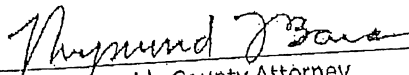
By:  Date: 02/10/16
Oneida County Attorney

Exhibit A
Scope of Services
Oneida County
Emergency Communications System Improvements Project
Program/Project Management Services

1.0 Project Scope

Oneida County (the County) will be undertaking a comprehensive improvement to its emergency communications system to enhance coverage and system performance within the county as well as improving interoperability with neighboring counties and emergency response agencies. The County has received a grant from the New York State Department of Homeland Security to assist with the implementation of the project. The County intends to construct a number of new communications facilities to improve performance of the existing system. A summary of the intended improvements is as follows:

- Construction of a 4 site VHF, digital, simulcast, trunked radio system including new hardware, infrastructure and subscriber units to cover the Cities of Rome and Utica.
- Conversion of 5 existing County radio sites to simulcast operation.
- Construction of a new digital licensed microwave network.
- 911 dispatch center and backup center improvements including new consoles.
- Coordinate with County's frequency licensing consultant to support system improvements.

The Program/Project Manager will report to the County's designated project coordinator and interface directly with the radio system vendors, contractors and other project stakeholders throughout the duration of the project. This section describes the Scope of Services to be provided as part of the Program/Project Manager responsibilities for an estimated duration of up to eighteen (18) months for the planning, design and construction phases of the project.

2.0 Pre-Design/Planning Phase Services

2.1 Project Kick-off Meeting

After receiving notice to proceed from the County, a workshop will be held with County staff and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by Consultant.

2.2 Review Existing Documentation

Prior to initiating activities, a review of existing documentation such as previous studies/reports, surveys, etc. will be performed to identify pertinent issues related to the project.

2.3 Program Review

Review the overall program for the project, the scope of work to be undertaken by the County, and advise the County on project needs.

2.4 Radio Frequency Licensing

Services to be performed by others.

2.5 Radio System Equipment Procurement

Assist County personnel purchase of radio and microwave system under NYS Contract pricing.

3.0 Design Phase Services

3.1 Design Project Kick-off Meeting

After implementation of a contract between the County and System Suppliers, a workshop will be held with County staff, the System Suppliers and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by consultant.

3.2 Project Schedule

Develop in cooperation with the County and the System Suppliers a project schedule for design, construction and implementation of the project. Provide regular monitoring of the schedule as the project progresses and identify potential variances between scheduled and actual progress. Review the schedule for work not started, or incomplete, and recommend to the County and the System Suppliers, any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.

3.3 Design Review

Coordinate and participate with the County in review of designs during their development, advise on site use and improvements, selection of materials, building systems and equipment and methods of project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternative designs or materials, and review of preliminary budgets.

Coordinate Contract Documents preparation by the System Supplier with the County as they are being prepared, and recommend alternative solutions whenever design details effect construction feasibility, cost or schedules. Advise on the method to be used for

selecting Contractors and awarding Contracts. If separate Contracts are to be awarded, Project Manager, System Suppliers and the County will review the Drawings and Specifications and make recommendations as required to provide that (1) the work of the separate Contractors is coordinated, (2) requirements for the Project have been assigned to the appropriate separate Contract, and (3) proper coordination has been provided for phased construction.

Where the project dictates, investigate and recommend a schedule for the Owner's purchase of material and equipment requiring long lead time for procurement, and coordinate the schedule with early preparation of portions of the Contract Documents by the System Suppliers. When appropriate, expedite and coordinate delivery of these purchases.

3.4 Site Surveys

The Consultant shall retain the services of a licensed land surveyor to provide a FAA 1A coordinate certification for all tower locations where a survey or coordinate certification does not exist already. Where existing site plans or surveys are not available, perform a topographic survey of the existing installations for use in developing site development engineering drawings. Fee is based on providing services described above for 2 sites.

3.5 Geotechnical

For any sites where new towers are required, perform one (1) 60 foot deep soil boring at the proposed tower location and prepare a geotechnical report for the purpose of the tower foundation design. Geotechnical Report shall be stamped by an engineer licensed in the State of New York. Fee is based on providing services described above for 2 sites.

3.6 Site Development Plans and Specifications

For work not directly installed by the system suppliers, prepare engineering plans and specifications for construction and/or modification of the facilities previously listed. This shall include installation of new towers, equipment shelters, and electrical services where required. Plans and specifications shall be stamped by an engineer licensed in the State of New York and be suitable for public bidding.

3.7 Opinion of Probable Cost

Prepare for the County's information an independent opinion of probable Construction Cost which would be developed by using estimating techniques which anticipate the various elements of the project, and based on Design Development and Construction Documents prepared by the System Suppliers. Advise the County and the System Supplier if it appears that the Construction Cost may exceed the project budget and make recommendations for corrective action.

3.8 Advance Procured Materials

Assist County personnel with purchase of towers, equipment shelters and generators under previously existing municipal contracts (contracts to be identified by the County). Review technical specifications and shop drawings for procured materials including towers, equipment shelters and emergency generators as required.

3.9 Tower Structural Analyses

Perform structural analyses for all existing towers sites to determine adequacy of towers to support additional antenna loads. Antenna loading information/mounting locations shall be provided by the radio system vendor. Structural analyses shall be performed in accordance with ANSI EIA/TIA 222-G. Fee is based on providing services described above for 6 sites. Scope and fee does not include tower modification designs.

3.10 Site Acquisition/Leasing

Assist the County with development and negotiation of leases for privately owned tower sites as required.

4.0 Bidding/Procurement Phase Services

- Develop Bidder's interest in the Project and establish bidding schedules.
- Conduct pre-bid conferences (including tours of the project sites when warranted) to familiarize Bidders with the Bidding Documents.
- Coordinate the receipt of questions from Bidders and with the issuance of Addenda to the Bidding Documents.
- Assist the County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- Review all documents for compliance with Wicks Law, prevailing wage criteria and other applicable Federal and/or State procurement requirements.

5.0 Construction Phase Services

The Construction Phase will commence with the award of the initial Contract for Construction and will end when all change order, punch list work and system acceptance work is complete. During this phase, the following services will be provided as required:

- Provide supervisory, administrative, management and related services, as required, to coordinate work of the Contractors with each other as specified in the Contract Documents and with the County's objectives for cost, time and quality.
- Schedule and conduct pre-construction, construction and progress meetings with the Contractor, the System Suppliers and the County to discuss such matters as procedures, progress, cost, changes, problems and scheduling. Prepare and promptly distribute minutes of these meetings.
- Consistent with the Project Construction Schedule issued with the Bidding Documents and utilizing the Contractor's Construction Schedules, the Project Manager will update the Project Construction Schedule incorporating the activities of Contractors, assist the System Supplier and the Owner on the Project, including activity sequences and duration

and allocation of labor and materials, process Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. The Project Construction Schedule will be updated as required to show current conditions and revisions required by actual progress of construction activity.

- Provide regular monitoring of the schedule as construction progresses and identify potential variances between scheduled and actual progress. Review the schedules for work not started, or incomplete, and recommend to the County and the Contractor (s), any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.
- Recommend courses of action to the County when Requirements of a Contract are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.
- Revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, develop cash flow reports and forecasts as needed, and assist the County in preparing periodic expenditure status and projection reports.
- Provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the County whenever projected costs exceed budgets or estimates.
- Where required by the Contract Documents, review cost accounting records prepared by the System Suppliers and/or Contractors on authorized Work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Recommend and verify necessary or desirable Construction Contract changes, review requests for changes to the cost, and assist in negotiating proposals.
- Develop and implement procedures for the review and processing of Payment Applications by Suppliers/Contractors for progress and final payments. Review and approve all payment applications prior to submission to the County for review and approval.
- As requested, assist the County in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Verify that the County has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project and in obtaining the Certificate of Occupancy.
- Consult with the County if any Contractor/Supplier requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

- Receive Certificates of Insurance from the Contractors/Suppliers, review for Contract compliance, and forward them to the County.
- Coordinate review of all Shop Drawings, Product Data, Samples and other submittals from the Contractors and System Suppliers. Establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.
- Provide monitoring, oversight and coordination of construction activities. Fee proposal shall be based on the hours and duration identified in the fee proposal portion of this RFP.
- Maintain on a current basis; a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record significant changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or work on the Project.
- Assist in Procurement and facilitate/manage testing services. These testing services will be contracted directly with the County.
- Where authorized by the County, arrange for delivery and storage, protection and security for County-purchased materials where required, and systems and equipment which are a part of the Project, until such items are incorporated into the Project.
- When the Contractor/Supplier requests a Certificate of Substantial Completion, prepare in cooperation with the County, a list of incomplete or unsatisfactory items if any. The Project Manager and the County will conduct an inspection of the facilities with the Contractor/Suppliers. The Project Manager will then coordinate the correction and completion of the remaining work.
- Following the issuance of a Certificate of Substantial Completion for the project or designated portion thereof, evaluate the completion of the work of the Contractor/Suppliers and coordinate the final inspection of the work with the County. Obtain from the Contractor and transmit to the County required guarantees, affidavits, releases, bonds and waivers. Coordinate the delivery of all keys, manuals, record drawings and maintenance stocks to the County.
- Prepare As-Built/Record Drawings of the completed site installation based on contractor provided red line drawings and final inspection.

6.0 Post-Construction Phase Services

Coordinate the activities of the System Supplier and the Contractors to facilitate start-up of the constructed facilities. Activities will include coordination and review of operation and maintenance manuals prepared by the System Supplier and Contractor, review of detailed schedules for start-up of specific equipment, testing requirements, coordinating pre-startup

meetings with County staff, System Supplier and Contractors to facilitate a smooth transition and acceptance of the facility. In addition, Project Manager will define operation and maintenance manual requirements in conjunction with County for the project. The Project Manager will also facilitate training for County staff on new facilities. This will include organizing training programs, coordinating with the System Supplier, Contractor (s), and equipment suppliers to implement training activities and facilitate the training sessions as requested.

7.0 Other Services

- Oversee the organization of all the meetings necessary with all the users of the system to gain their input.
- Oversee the organization of monthly meetings as necessary with the County, Suppliers and Contractors to report on project progress.

8.0 Environmental Compliance Services

8.1 SEQRA/NEPA Compliance

Provide assistance to the County in fulfilling the requirements of SEQRA and NEPA based on the project being classified as a Type I Action under SEQRA. Services to be performed are listed as follows:

SEQRA

- Identify potential involved agencies.
- Prepare Lead Agency correspondence.
- Prepare Long-Form EAF including required regulatory consultation letters and supporting documentation.
- Assist with preparation of Negative Declaration (assume no positive declaration or EIS).

NEPA

- Prepare FCC NEPA Checklist (2 new sites).
- Conduct tribal consultation as required by NEPA (2 new sites).
- Perform cultural/archeological assessments as required for NEPA completion (2 new sites).

**Exhibit B
Proposed Fee
Program/Project Management & Engineering Services
Oncida County Emergency Communications Project**



1. General Program/Project Management (18 months estimated duration)			
Program Manager	5 hrs/week @	\$175.00/hr x 72 weeks	\$63,000
Administrative Assistant	2 hrs/week @	\$75.00/hr x 72 weeks	\$10,800
Subtotal			\$73,800
2. Preliminary & Final Design			
A. Design Validation			\$7,500
B. FCC Licensing Support			\$0
C. Tower Structural Analyses (6)			\$13,200
D. Radio and Microwave System RFP Review			\$2,000
E. Towers, Shelters & Generator Bid Documents Review			\$2,000
F. Geotechnical Borings (1) & Reports (2 new sites assumed)			\$6,000
G. Cultural/Archaeological Study (2 new sites assumed)			\$6,000
H. Property Surveys (2 new sites assumed)			\$8,000
I. Engineering Plans and Specifications (4 new sites: 2 towers, 2 building)			\$50,000
J. SEQRA			\$10,000
K. NEPA Checklist (4 sites)			\$8,000
Subtotal			\$112,700
3. Procurement Phase			\$15,000
4. System Installation and Construction Management			
Submittals Review			\$15,000
Periodic On-Site Inspections	6 hrs/week @	\$93.00/hr x 32 weeks	\$17,856
Subtotal			\$32,856
Total Basic Services per RFP			\$234,356

Optional Services-Other (if required)		
Tower Climbing & Inventory (per site)		\$1,700
Tower Modification Design (per site)		\$2,500

Hourly Billing Rate Schedule

Title/Position	Personnel	Typ. Quals	Billing Rate (\$/hr.)
Program/Project Manager	R. Duclos	20 + yrs	\$ 175.00
Managing Engineer/Deputy Project Manager	E. Wright	20 + yrs	\$ 150.00
Senior Project Engineer	D. Bungler	15 + yrs	\$ 125.00
Project Engineer/Architect	S. Burdick	10 + yrs	\$ 110.00
Engineer/Architect	Various staff	5-10 + yrs	\$ 95.00
Construction Inspector	Various staff	5-10 + yrs	\$ 85.00
Code Designer	Various staff	5-10 + yrs	\$ 75.00
Administrative Assistant	Various staff	Varies	\$ 70.00

EXHIBIT C

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of C&S Engineers, Inc., a company organized under the laws of the State of New York, having their principal office for the transaction of business at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: C & S Engineers, Inc.

By: 

Name: Robert Duclos, P.E.

Title: Senior Vice President

Date: 2/11/16

Attest: 

SUSAN GIORDANO
Notary Public in the State of New York
Qualified in Onon. Co. No. 4717890
My Commission Expires 11/31/19

Exhibit D

STANDARD ADDENDUM

THIS ADDENDUM, entered into on this 1 day of February, 2016, between the County of Oneida, hereinafter known as COUNTY, and C & S Engineers, Inc., hereinafter known as CONTRACTOR.

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

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

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

1. Executory or Non-Appropriation Clause.
 - a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.
2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.
 - a. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.
 - a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and Implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
 - c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and Implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus,

Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:
- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
 - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

- a. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and 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.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

- a. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive-bidding certification on the Contractor's behalf.

10. Records.

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

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's Identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

- a. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be 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 County.
- b. 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 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 responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

17. Audit

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies 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.


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

18. Certification of compliance with the Iran Divestment Act.

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

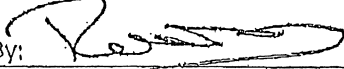
IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

COUNTY OF ONEIDA

By: 
Anthony J. Picente Jr.
Oneida County Executive

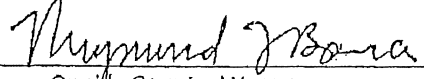
Date: 4/19/16

CONTRACTOR

By: 
Robert Duclos, P.E.
Senior Vice President

Date: 2/1/16

APPROVED

By: 
Oneida County Attorney

Date: 02/10/16

Oneida County
Emergency Communications System Improvement Project
Engineering & Project Management Services for 2022
Addendum #6 Fee Estimate (Updated December 2, 2021)



Task	Site Location		Subtotals
	Annsville	Floyd	
	Town-Owned Raw Land Site 195' Lattice Tower	County-Purchased Raw Land Site 195' Lattice Tower	
1. New Site Development Services (2021)			
Initial site visit for site familiarization	Complete	Complete	\$0
Raw Land Property Acquisition Support	Complete	\$2,000	\$2,000
Co-Location Lease Application and Negotiation	N/A	N/A	\$0
Concept Drawing / Lease Exhibit	Complete	Complete	\$0
Tower Structural Analysis	N/A	N/A	\$0
Tower Structural Reinforcement Design Mod	N/A	N/A	\$0
Site Survey	Complete	Complete	\$0
Stakeout for Tree Clearing, Access Road Construction, etc.	\$2,000	\$2,000	\$4,000
Geotechnical Boring and Report	Complete	Complete	\$0
Archaeological Study	Complete	Complete	\$0
Tribal Consultation Letters	Complete	Complete	\$0
NEPA	Complete	Complete	\$0
SEQR	Complete	Complete	\$0
Wetland Delineation (assumes no wetlands)	N/A	N/A	\$0
Pre-Procured Equipment Bid Documents (2 shelters, 2 towers, 2 generators assumed)	Complete	Complete	\$0
Power Company Coordination (National Grid)	\$1,500	\$1,500	\$3,000
Site Engineering Drawings & Construction Bid Documents (Floyd - Revisions required)	Complete	Complete	\$0
Building Permit Fee	\$200	\$200	\$400
Equipment Procurement Support	\$2,000	\$2,000	\$4,000
Re-Bid Construction Contract	\$1,000	\$1,000	\$2,000
Construction Administration & Inspections	\$10,000	\$10,000	\$20,000
QA / QC	\$1,000	\$1,000	\$2,000
Subtotal Site Development Services	\$17,700	\$19,700	\$37,400
2. General Project Management			
Program/Project Management (radio, microwave and fiber vendor coordination, project team meetings, vendor scheduling, overall coordination, coverage testing support, etc.)			\$35,000
Administrative Assistant			\$1,000
Subtotal General Project Management			\$36,000
Total Fee (1 + 2) - 12 Month Duration (1/1/2022 thru 12/31/2022)			\$73,400
Less Remaining 2021 Budget - Carryover Remaining Dollars to 2022			(\$25,000)
Additional Funding for 2022			\$48,400

January 2, 2022 | 4:27 pm

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

[FIND PROVIDER >](#)

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: C & S ENGINEERS, INC.

DOS ID: 25709

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: -

ENTITY STATUS: Active

DATE OF INITIAL DOS FILING: 04/23/1929

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 04/23/1929

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: New York

NEXT STATEMENT DUE DATE: 04/30/2023

JURISDICTION: New York, United States

NFP CATEGORY:

ENTITY DISPLAY NAME AND ADDRESS ADDRESS CONTACT STATE JURISDICTION REGISTERED AGENT REGISTERED AGENT ADDRESS

Service of Process Name and Address

Name: ELLEN T. LABERGE, CHIEF LEGAL OFFICER

Address: 499 COL. EILEEN COLLINS BLVD., SYRACUSE, NY, United States, 13212

Chief Executive Officer's Name and Address

Name: JOHN D. TRIMBLE

Address: 499 COL EILEEN COLLINS BLVD, SYRACUSE, NY, United States, 13212

Principal Executive Office Address

Address: 499 COL. EILEEN COLLINS BLVD, SYRACUSE, NY, United States, 13212

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share
PAR VALUE	200,000	\$0.01

CONSULTING AGREEMENT
COUNTY OF ONEIDA

THIS Agreement is made and entered into this 1 day of FEBRUARY, 2016, by and between THE COUNTY OF ONEIDA, a municipal corporation in the State of New York with principal offices at 800 Park Avenue, Utica, NY 13501, hereinafter called "COUNTY," and C & S Engineers, Inc., with principal offices at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, COUNTY requires consulting services to assist the COUNTY in providing Program/Project Management Services for an Emergency Communications System Improvement Project; and

WHEREAS, CONSULTANT has submitted a proposal to provide Program/Project Management Services for an Emergency Communications System Improvement Project, and CONSULTANT represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner; and

WHEREAS, COUNTY Board of Acquisition and Contract has authorized the contract;

NOW, THEREFORE, It is mutually agreed by COUNTY and CONSULTANT that for the consideration hereinafter set forth, CONSULTANT shall provide said services to COUNTY, as set forth in greater detail herein.

1. ARTICLE 1 - SCOPE OF WORK

- 1.1. CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2. CONSULTANT'S work product shall be completed and submitted in accordance with industry standards. Completion dates, if specified herein, may only be modified by mutual written agreement between COUNTY and CONSULTANT. CONSULTANT agrees to diligently perform the services to be provided under this Agreement.
- 1.3. It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that COUNTY relies upon the professional skills of CONSULTANT to do and perform CONSULTANT'S duties.

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

1.5. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of COUNTY. COUNTY is licensed to utilize these documents for COUNTY applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of COUNTY.

2. ARTICLE 2 - PERFORMANCE OF SERVICES

2.1. CONSULTANT represents that CONSULTANT is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. CONSULTANT shall use CONSULTANT'S best efforts to perform the Services such that the results are satisfactory to the COUNTY. CONSULTANT 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.

2.2. CONSULTANT may, at CONSULTANT'S own expense, employ or engage the services of such employees, subcontractors and/or partners as CONSULTANT 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. CONSULTANT 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. CONSULTANT shall expressly advise the Assistants of the terms of this Agreement.

2.3. CONSULTANT acknowledges and agrees that CONSULTANT 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.

2.4. CONSULTANT shall inform the COUNTY within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. CONSULTANT maintains the right to do so at any time, and COUNTY maintains the right to contract with other individuals or entities to perform the same services.

3. ARTICLE 2 – COMPENSATION

- 3.1. COUNTY agrees to pay CONSULTANT a lump sum fee of \$234,356.00 for services identified in Exhibit A. Payments shall be based on Exhibit B, Proposed Fee, attached hereto and made on a basis of work completed.
- 3.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify COUNTY of the identified changes and advise COUNTY of the recommended solution. Work shall not be performed on such changes without prior written authorization of COUNTY. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of work completed and/or on completion of major tasks.

4. ARTICLE 4 - NOTICE TO PROCEED

- 4.1. This Agreement shall become effective upon execution of the final signature. CONSULTANT shall commence work upon receipt of COUNTY'S Notice to Proceed, which shall be in the form of a letter signed by COUNTY'S Project Manager. COUNTY'S Notice to Proceed will authorize the Contracted Services described in Exhibit A with fees described in ARTICLE 3. No work shall commence until the Notice to Proceed is issued.

5. ARTICLE 5 – TERMINATION

- 5.1. This Agreement may be terminated by COUNTY immediately for cause or upon 10 days written notice.
- 5.2. If this Agreement is terminated, CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that COUNTY may condition payment of such compensation upon CONSULTANT'S delivery to COUNTY of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for COUNTY in connection with this Agreement. Payment by COUNTY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same.
- 5.3. This Agreement may be terminated by CONSULTANT upon 10 days written notice to COUNTY only in the event of substantial failure by COUNTY to fulfill its obligations under this Agreement through no fault of the CONSULTANT.

6. ARTICLE 6 - PROJECT MANAGERS

- 6.1. COUNTY designates Fred Lampman as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT'S performance under this Agreement, and for liaison and coordination between COUNTY and CONSULTANT. In the event COUNTY wishes to make a change in the COUNTY'S representative, COUNTY will notify CONSULTANT of the change in writing.
- 6.2. CONSULTANT designates Robert Duclòs, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the COUNTY'S Project Manager.

7. ARTICLE 7 - INDEMNIFICATION AND INSURANCE

- 7.1. Indemnification. The CONSULTANT agrees that it shall defend, indemnify and hold harmless the COUNTY from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the CONSULTANT and its subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CONSULTANT and its subconsultants or failure on the part of the CONSULTANT and its subconsultants to comply with any of the covenants, terms or conditions of this agreement.
- 7.2. Insurance Requirements. CONSULTANT shall procure and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by COUNTY. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by COUNTY. The certificates shall be on forms approved by COUNTY. Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. COUNTY reserves the right to require CONSULTANT to provide insurance policies for review by COUNTY. CONSULTANT grants COUNTY a limited power of attorney to communicate with CONSULTANT'S insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.
- 7.3. Commercial General Liability Insurance. The CONSULTANT agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required,

such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.

- 7.4. Professional Liability Insurance. The CONSULTANT shall maintain a professional liability policy and will provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) aggregate. The CONSULTANT agrees that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.5. CONSULTANT shall maintain Auto Liability insurance in an amount equal to or greater than \$1,000,000.00 for the duration of this contract. The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.6. Workman's Compensation insurance shall be procured by CONSULTANT in accordance with State Law.
- 7.7. CONSULTANT shall require any subconsultant to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the CONSULTANT in paragraphs 7.3, 7.4, 7.5, and 7.6 above.

8. ARTICLE 8 – NOTICES

- 8.1. Any notice which COUNTY may desire or is required at any time to give or serve CONSULTANT may be delivered personally, or be sent by United States mail, postage prepaid, addressed to CONSULTANT's Project Manager's attention, or at such other address as shall have been last furnished in writing by CONSULTANT to COUNTY. Any notice which CONSULTANT may desire or is required at any time to give or serve upon COUNTY may be delivered personally at 120 Base Road, Oriskany, New York 13424, or be sent by United States mail, postage prepaid, addressed to Director of Emergency Services, 120 Base Road, Oriskany, New York 13424, or at such other address as shall have been last furnished in writing by COUNTY to CONSULTANT. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

9. ARTICLE 9 – MISCELLANEOUS

- 9.1. This Agreement and all exhibits, attachments, appendices and addendums represent the entire understanding of COUNTY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.

- 9.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of COUNTY.
- 9.3. Should any part of this Agreement be declared by a final decision by a court of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4. Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the COUNTY is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5. This Agreement and all matters relating to it shall be governed by the laws of the State of New York with venue for any proceeding commenced to be held in the Supreme Court of the State of New York, County of Oneida.
- 9.6. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 9.7. If the COUNTY becomes party to any litigation resulting from this project that is not the fault of the CONSULTANT and that requires the CONSULTANT's services, the additional fee to be paid shall be one that is mutually agreed upon between the COUNTY and the CONSULTANT.
- 9.8. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 9.9. The COUNTY's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The COUNTY's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.10. There shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

9.11. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the COUNTY under this Agreement.

9.12. CONSULTANT shall comply with COUNTY's Standard Addendum attached hereto and incorporated herein.

10. ARTICLE 10 - TERM

10.1. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by COUNTY, or in any event, no later than December 31, 2017. The terms of this Agreement may be amended only in writing signed by both parties.

11. ARTICLE 11 - INDEPENDENT CONTRACTOR STATUS

11.1. It is expressly agreed that the relationship of the CONSULTANT to the COUNTY shall be that of an Independent Contractor. The CONSULTANT shall not be considered an employee of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he 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.

11.2. CONSULTANT warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of CONSULTANT'S income, or (2) that he or she 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. CONSULTANT and COUNTY agree that CONSULTANT is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

11.3. The CONSULTANT shall not be eligible for compensation 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.

11.4. CONSULTANT acknowledges and agrees that neither CONSULTANT, nor its Assistants, shall be eligible for any COUNTY employee benefits, including retirement membership credits.

11.5. CONSULTANT shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to CONSULTANT or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with

respect to CONSULTANT'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 of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). CONSULTANT shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

11.6. The CONSULTANT will indemnify and hold the COUNTY harmless from all loss or liability incurred by the COUNTY as a result of the COUNTY not making such payments or withholdings.

11.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the CONSULTANT'S Independent Contractor status, it is agreed that both the COUNTY and the CONSULTANT 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.

11.8. The CONSULTANT 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. ARTICLE 12 – EXPENSES

12.1. CONSULTANT is solely responsible for paying all of his/her 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. ARTICLE 13 - TRAINING

13.1. CONSULTANT shall not be required to attend or undergo any training by the COUNTY, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, CONSULTANT shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

14. ARTICLE 14 - ADVICE OF COUNSEL

14.1. 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.


15. ARTICLE 15 - OTHER DOCUMENTS

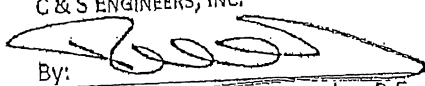
15.1. The documents listed below shall become part of this agreement.

- 15.1.1. Exhibit A, Scope of Services
- 15.1.2. Exhibit B, Proposed Fee
- 15.1.3. Exhibit C, Certification of Consultant
- 15.1.4. Exhibit D, Standard Addendum

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

COUNTY OF ONEIDA

By:  Date: 4/19/16
Anthony J. Picente, Jr.
Oneida County Executive

C & S ENGINEERS, INC.
By:  Date: 2/1/16
Robert Duclos, P.E.
Senior Vice President

APPROVED

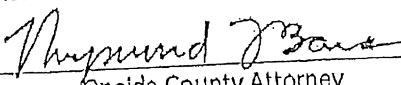
By:  Date: 02/10/16
Oneida County Attorney

Exhibit A
Scope of Services
Oneida County
Emergency Communications System Improvements Project
Program/Project Management Services

1.0 Project Scope

Oneida County (the County) will be undertaking a comprehensive improvement to its emergency communications system to enhance coverage and system performance within the county as well as improving interoperability with neighboring counties and emergency response agencies. The County has received a grant from the New York State Department of Homeland Security to assist with the implementation of the project. The County intends to construct a number of new communications facilities to improve performance of the existing system. A summary of the intended improvements is as follows:

- Construction of a 4 site VHF, digital, simulcast, trunked radio system including new hardware, infrastructure and subscriber units to cover the Cities of Rome and Utica.
- Conversion of 5 existing County radio sites to simulcast operation.
- Construction of a new digital licensed microwave network.
- 911 dispatch center and backup center improvements including new consoles.
- Coordinate with County's frequency licensing consultant to support system improvements.

The Program/Project Manager will report to the County's designated project coordinator and interface directly with the radio system vendors, contractors and other project stakeholders throughout the duration of the project. This section describes the Scope of Services to be provided as part of the Program/Project Manager responsibilities for an estimated duration of up to eighteen (18) months for the planning, design and construction phases of the project.

2.0 Pre-Design/Planning Phase Services

2.1 Project Kick-off Meeting

After receiving notice to proceed from the County, a workshop will be held with County staff and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by Consultant.

2.2 Review Existing Documentation

Prior to initiating activities, a review of existing documentation such as previous studies/reports, surveys, etc. will be performed to identify pertinent issues related to the project.

2.3 Program Review

Review the overall program for the project, the scope of work to be undertaken by the County, and advise the County on project needs.

2.4 Radio Frequency Licensing

Services to be performed by others.

2.5 Radio System Equipment Procurement

Assist County personnel purchase of radio and microwave system under NYS Contract pricing.

3.0 Design Phase Services

3.1 Design Project Kick-off Meeting

After implementation of a contract between the County and System Suppliers, a workshop will be held with County staff, the System Suppliers and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by consultant.

3.2 Project Schedule

Develop in cooperation with the County and the System Suppliers a project schedule for design, construction and implementation of the project. Provide regular monitoring of the schedule as the project progresses and identify potential variances between scheduled and actual progress. Review the schedule for work not started, or incomplete, and recommend to the County and the System Suppliers, any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.

3.3 Design Review

Coordinate and participate with the County in review of designs during their development, advise on site use and improvements, selection of materials, building systems and equipment and methods of project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternative designs or materials, and review of preliminary budgets.

Coordinate Contract Documents preparation by the System Supplier with the County as they are being prepared, and recommend alternative solutions whenever design details effect construction feasibility, cost or schedules. Advise on the method to be used for

selecting Contractors and awarding Contracts. If separate Contracts are to be awarded, Project Manager, System Suppliers and the County will review the Drawings and Specifications and make recommendations as required to provide that (1) the work of the separate Contractors is coordinated, (2) requirements for the Project have been assigned to the appropriate separate Contract, and (3) proper coordination has been provided for phased construction.

Where the project dictates, investigate and recommend a schedule for the Owner's purchase of material and equipment requiring long lead time for procurement, and coordinate the schedule with early preparation of portions of the Contract Documents by the System Suppliers. When appropriate, expedite and coordinate delivery of these purchases.

3.4 Site Surveys

The Consultant shall retain the services of a licensed land surveyor to provide a FAA 1A coordinate certification for all tower locations where a survey or coordinate certification does not exist already. Where existing site plans or surveys are not available, perform a topographic survey of the existing installations for use in developing site development engineering drawings. Fee is based on providing services described above for 2 sites.

3.5 Geotechnical

For any sites where new towers are required, perform one (1) 60 foot deep soil boring at the proposed tower location and prepare a geotechnical report for the purpose of the tower foundation design. Geotechnical Report shall be stamped by an engineer licensed in the State of New York. Fee is based on providing services described above for 2 sites.

3.6 Site Development Plans and Specifications

For work not directly installed by the system suppliers, prepare engineering plans and specifications for construction and/or modification of the facilities previously listed. This shall include installation of new towers, equipment shelters, and electrical services where required. Plans and specifications shall be stamped by an engineer licensed in the State of New York and be suitable for public bidding.

3.7 Opinion of Probable Cost

Prepare for the County's information an independent opinion of probable Construction Cost which would be developed by using estimating techniques which anticipate the various elements of the project, and based on Design Development and Construction Documents prepared by the System Suppliers. Advise the County and the System Supplier if it appears that the Construction Cost may exceed the project budget and make recommendations for corrective action.

3.8 Advance Procured Materials

Assist County personnel with purchase of towers, equipment shelters and generators under previously existing municipal contracts (contracts to be identified by the County). Review technical specifications and shop drawings for procured materials including towers, equipment shelters and emergency generators as required.

3.9 Tower Structural Analyses

Perform structural analyses for all existing towers sites to determine adequacy of towers to support additional antenna loads. Antenna loading information/mounting locations shall be provided by the radio system vendor. Structural analyses shall be performed in accordance with ANSI EIA/TIA 222-G. Fee is based on providing services described above for 6 sites, Scope and fee does not include tower modification designs.

3.10 Site Acquisition/Leasing

Assist the County with development and negotiation of leases for privately owned tower sites as required.

4.0 Bidding/Procurement Phase Services

- Develop Bidder's interest in the Project and establish bidding schedules.
- Conduct pre-bid conferences (including tours of the project sites when warranted) to familiarize Bidders with the Bidding Documents.
- Coordinate the receipt of questions from Bidders and with the issuance of Addenda to the Bidding Documents.
- Assist the County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- Review all documents for compliance with Wicks Law, prevailing wage criteria and other applicable Federal and/or State procurement requirements.

5.0 Construction Phase Services

The Construction Phase will commence with the award of the initial Contract for Construction and will end when all change order, punch list work and system acceptance work is complete. During this phase, the following services will be provided as required:

- Provide supervisory, administrative, management and related services, as required, to coordinate work of the Contractors with each other as specified in the Contract Documents and with the County's objectives for cost, time and quality.
- Schedule and conduct pre-construction, construction and progress meetings with the Contractor, the System Suppliers and the County to discuss such matters as procedures, progress, cost, changes, problems and scheduling. Prepare and promptly distribute minutes of these meetings.
- Consistent with the Project Construction Schedule issued with the Bidding Documents and utilizing the Contractor's Construction Schedules, the Project Manager will update the Project Construction Schedule incorporating the activities of Contractors, assist the System Supplier and the Owner on the Project, including activity sequences and duration

and allocation of labor and materials, process Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. The Project Construction Schedule will be updated as required to show current conditions and revisions required by actual progress of construction activity.

- Provide regular monitoring of the schedule as construction progresses and identify potential variances between scheduled and actual progress. Review the schedules for work not started, or incomplete, and recommend to the County and the Contractor (s), any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.
- Recommend courses of action to the County when Requirements of a Contract are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.
- Revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, develop cash flow reports and forecasts as needed, and assist the County in preparing periodic expenditure status and projection reports.
- Provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the County whenever projected costs exceed budgets or estimates.
- Where required by the Contract Documents, review cost accounting records prepared by the System Suppliers and/or Contractors on authorized Work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Recommend and verify necessary or desirable Construction Contract changes, review requests for changes to the cost, and assist in negotiating proposals.
- Develop and implement procedures for the review and processing of Payment Applications by Suppliers/Contractors for progress and final payments. Review and approve all payment applications prior to submission to the County for review and approval.
- As requested, assist the County in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Verify that the County has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project and in obtaining the Certificate of Occupancy.
- Consult with the County if any Contractor/Supplier requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

- Receive Certificates of Insurance from the Contractors/Suppliers, review for Contract compliance, and forward them to the County.
- Coordinate review of all Shop Drawings, Product Data, Samples and other submittals from the Contractors and System Suppliers. Establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.
- Provide monitoring, oversight and coordination of construction activities. Fee proposal shall be based on the hours and duration identified in the fee proposal portion of this RFP.
- Maintain on a current basis; a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record significant changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or work on the Project.
- Assist in Procurement and facilitate/manage testing services. These testing services will be contracted directly with the County.
- Where authorized by the County, arrange for delivery and storage, protection and security for County-purchased materials where required, and systems and equipment which are a part of the Project, until such items are incorporated into the Project.
- When the Contractor/Supplier requests a Certificate of Substantial Completion, prepare in cooperation with the County, a list of incomplete or unsatisfactory items if any. The Project Manager and the County will conduct an inspection of the facilities with the Contractor/Suppliers. The Project Manager will then coordinate the correction and completion of the remaining work.
- Following the issuance of a Certificate of Substantial Completion for the project or designated portion thereof, evaluate the completion of the work of the Contractor/Suppliers and coordinate the final inspection of the work with the County. Obtain from the Contractor and transmit to the County required guarantees, affidavits, releases, bonds and waivers. Coordinate the delivery of all keys, manuals, record drawings and maintenance stocks to the County.
- Prepare As-Built/Record Drawings of the completed site installation based on contractor provided red line drawings and final inspection.

6.0 Post-Construction Phase Services

Coordinate the activities of the System Supplier and the Contractors to facilitate start-up of the constructed facilities. Activities will include coordination and review of operation and maintenance manuals prepared by the System Supplier and Contractor, review of detailed schedules for start-up of specific equipment, testing requirements, coordinating pre-startup

meetings with County staff, System Supplier and Contractors to facilitate a smooth transition and acceptance of the facility. In addition, Project Manager will define operation and maintenance manual requirements in conjunction with County for the project. The Project Manager will also facilitate training for County staff on new facilities. This will include organizing training programs, coordinating with the System Supplier, Contractor (s), and equipment suppliers to implement training activities and facilitate the training sessions as requested.

7.0 Other Services

- Oversee the organization of all the meetings necessary with all the users of the system to gain their input.
- Oversee the organization of monthly meetings as necessary with the County, Suppliers and Contractors to report on project progress.

8.0 Environmental Compliance Services

8.1 SEQRA/NEPA Compliance

Provide assistance to the County in fulfilling the requirements of SEQRA and NEPA based on the project being classified as a Type 1 Action under SEQR. Services to be performed are listed as follows:

SEQRA

- Identify potential involved agencies.
- Prepare Lead Agency correspondence.
- Prepare Long-Form EAF including required regulatory consultation letters and supporting documentation.
- Assist with preparation of Negative Declaration (assume no positive declaration or EIS).

NEPA

- Prepare FCC NEPA Checklist (2 new sites).
- Conduct tribal consultation as required by NEPA (2 new sites).
- Perform cultural/archeological assessments as required for NEPA completion (2 new sites).

Exhibit B
Proposed Fee
Program/Project Management & Engineering Services
Oneida County Emergency Communications Project



1. General Program/Project Management (18 months estimated duration)			
Program Manager	5 hrs/week @	\$175.00/hr x 72 weeks	\$63,000
Administrative Assistant	2 hrs/week @	\$75.00/hr x 72 weeks	\$10,800
Subtotal			\$73,800
2. Preliminary & Final Design			
A. Design Validation			\$7,500
B. FCC Licensing Support			\$0
C. Tower Structural Analyses (6)			\$13,200
D. Radio and Microwave System RFP Review			\$2,000
E. Towers, Shelters & Generator Bid Documents Review			\$2,000
F. Geotechnical Borings (1) & Reports (2 new sites assumed)			\$6,000
G. Cultural/Archaeological Study (2 new sites assumed)			\$6,000
H. Property Surveys (2 new sites assumed)			\$8,000
I. Engineering Plans and Specifications (4 new sites: 2 towers, 2 building)			\$50,000
J. SEQRA			\$10,000
K. NEPA Checklist (4 sites)			\$8,000
Subtotal			\$112,700
3. Procurement Phase			\$15,000
4. System Installation and Construction Management			
Submittals Review			\$15,000
Periodic On-Site Inspections	6 hrs/week @	\$93.00/hr x 32 weeks	\$17,856
Subtotal			\$32,856
Total Basic Services per RFP			\$234,356

Optional Services-Other (if required)		
Tower Climbing & Inventory (per site)		\$1,700
Tower Modification Design (per site)		\$2,500

Hourly Billing Rate Schedule

Title/Position	Personnel	Typ. Quals	Billing Rate (\$/hr.)
Program/Project Manager	R. Duclos	20 + yrs	\$ 175.00
Managing Engineer/Deputy Project Manager	E. Wright	20 + yrs	\$ 150.00
Senior Project Engineer	D. Bunger	15 + yrs	\$ 125.00
Project Engineer/Architect	S. Burdick	10 + yrs	\$ 110.00
Engineer/Architect	Various staff	5-10 + yrs	\$ 95.00
Construction Inspector	Various staff	5-10 + yrs	\$ 85.00
Cadd Designer	Various staff	5-10 + yrs	\$ 75.00
Administrative Assistant	Various staff	Varies	\$ 70.00

EXHIBIT C

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of C&S Engineers, Inc., a company organized under the laws of the State of New York, having their principal office for the transaction of business at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: C & S Engineers, Inc.

By: _____

Name: Robert Duclos, P.E.

Title: Senior Vice President

Date: 2/11/16

Attest: _____

SUSAN GIORDANO
Notary Public in the State of New York.
Qualified in Onondaga Co. No. 4717800
My Commission Expires 11/31/19



ANTHONY R. CARVELLI
COMMISSIONER



**ONEIDA COUNTY
DEPARTMENT OF FINANCE**

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

February 2, 2022

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

FN 20 22-071

GOVERNMENT OPERATIONS

WAYS & MEANS

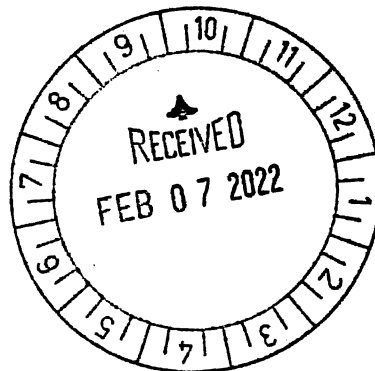
Dear County Executive Picente:

Previously, the county of Oneida entered into a safekeeping and settlement arrangement with Wilmington Trust acting as custodian for the receipt and delivery of securities purchased through M&T Securities, Inc., on behalf of Oneida County as approved by the Commissioner of Finance. The arrangement requires a delivery versus payment/receipt (DVP/RVP) arrangement whereby securities purchased/matured are delivered to/from the safekeeping agent against payment. DVP/RVP also ensures that securities are delivered and payments are rendered to the correct securities broker/dealer, and commercial deposit accounts at M&T Bank.

Recently, M&T Bank entered into an agreement with LPL Financial LLC to provide investment services to current clients of M&T Securities, Inc. Enclosed please find documentation to effectuate a conversion, from registered broker/dealer M&T Securities, Inc., to registered broker/dealer LPL Financial LLC. Please forward this to the County Attorney for the proper disposition and recording of these documents, and action at the next Board meeting on February 9, 2022.

Sincerely,

Anthony Carvelli
Commissioner of Finance



Cc: County Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 2-3-22

DVP Checklist: Institutional M&T BANK
This form is for conversion accounts only as some requirements have been waived
Required Documentation from the FP:

- Institutional New Account Form (F167)
- Institutional New Account Agreement (F168)
- Institutional Resolutions & Trading Authorization (F171)
- Beneficial Owner Forms (F528A or F528B); Supplemental (F528S) & Chart (if required) for all Entity accounts and any Qualified Plans not subject to ERISA or any Government Entity organization

If Applicable to the account from FP:

_____ Certification of Trust (F29) found in the Resource Center; wet signature required. See form for state Notary requirements

Required from the client Custodian:

 _____ Contact Information & Delivery Instructions from the Bank – *Bank supplies must include DTC number, Institutional number, Agent number and internal Account Number*

*Please note, approval of this DVP Account is reliant upon the Bank/Financial Institution meeting the below criteria.
 If ratings are below the minimal standards listed below the DVP account will be rejected.
 LPL requires all trades (buys and sells) to be processed by the appropriate LPL Trading Desk.
 LPL WILL NOT accept any "Trade Away" (trades originating from another source such as the client's current custodian).*

 Is this an ALERT account – Yes _____ or No

If Yes, what is the Broker Acronym: _____ Institutional Acronym: _____ Access Code: _____

DVP/RVP (COD) Instructions:

 DTC# 0990 Internal Account#: 123113-001 Agent Bank#: 26668 Institutional Bank #: 26667

 ABA#: 022000046 Fed Instructions: mfrs buf/trust 1050

52 - \$0.02/share _____ 53 - \$0.03/share _____

60 - \$0.0325/share _____ 61 - \$0.045/share _____ 62 - \$0.06/share _____

Below is a list of the trade limits and level of expected business by security type:

PRODUCT	ANTICIPATED SIZE OF TRADE	DAILY TOTAL DVP TRADE LIMITS	PRODUCT	ANTICIPATED SIZE OF TRADES	DAILY TOTAL DVP TRADE LIMIT
EQUITIES - DOMESTIC SETTLEMENT	\$0.00	\$3,000,000	MUNICIPAL BONDS - INVESTMENT GRADE	\$25,000,000	\$2,000,000
TREASURY/AGENCY	\$100,000,000	\$10,000,000	COMMERCIAL PAPER - INVESTMENT GRADE	\$50,000,000	\$5,000,000
CERTIFICATE OF DEPOSIT - APPROVED LIST	\$0.00	\$5,000,000	CORPORATE MBS	\$0.00	\$2,000,000
CORPORATE BONDS - INVESTMENT GRADE	\$25,000,000	\$5,000,000	MBS OF GNMA, FNMA, FHLMC	\$0.00	\$5,000,000

****(No same-day settlement trades, no OTCBB or Pink Sheet trades, no penny stocks, no open end mutual funds, no Equities/Bonds with foreign settlement). The overall trading limit (unsettled trades) of \$10 million for an account cannot be exceeded. Client must have a liquid net worth of at least 50% above the DVP limits listed stated above. ****

For Internal Use Only: Client Name: _____ Processor: _____ Approver: _____

Institutional New Account Setup

INAS

Account Number	78234214				
Rep ID	6VMP				

Instructions: This form is to be used with Brokerage Accounts only. Please email the completed form to imaging_email@lpl.com or fax to (858) 202-8325.

Section I: Account Information

1. Account Registration

This application is for: A new account

An update to an existing account

Account Registration

Oneida County

Social Security Number or Tax ID

15-6000460

Employer ID

Home Phone

315-798-5750

Mobile Phone

Business Phone

Fax Number

Fill in your current residency status: (choose only one)

U.S. Citizen

Resident Alien

Non-Resident Alien

Country of Citizenship

United States

Mailing Address

Attn Anthony R Carvelli - Capital Fund

800 Park Ave - Ste 5, Utica, NY 13501-2976

Physical Address

800 Park Ave - Ste 5

Utica, NY 13501-2976

Email

acarvelli@ocgov.net

2. Registration Type (choose only one)

Corporate*

Partnership*

Limited Liability Company*

Non-Profit Organization*

Other (Please specify):

Government

*Additional documentation required. Financial Advisor should refer to the detailed procedures for the registration type on the Resource Center.

Section II: Investment Objective and Risk Tolerance

1. Select the investment objective that most accurately reflects the goals for this account: (choose only one)

The investment objectives are overall objectives for the entire account and may be inconsistent with a particular holding at any time. Please note that achievement of the stated investment objectives is a long-term goal for the account. These choices are listed in order from what is considered to be conservative to highest risk. There is no guarantee that the investment objective will be achieved.

- A. **Income with Capital Preservation.** Designed as a longer term accumulation account, this is considered generally the most conservative investment objective. Emphasis is placed on generation of current income with minimal risk of capital loss. Lowering the risk generally means lowering the potential income and overall return.
- B. **Income with Moderate Growth.** Emphasis is placed on generation of current income with a secondary focus on moderate capital growth.
- C. **Growth with Income.** Emphasis is placed on modest capital growth with some focus on generation of current income.
- D. **Growth.** Emphasis is placed on achieving high long-term growth and capital appreciation. There is little focus on generation of current income.
- E. **Aggressive Growth.** Emphasis is placed on aggressive growth and maximum capital appreciation. No focus on generation of current income. This objective has a very high level of risk and is for investors with a longer time horizon.
- F. **Trading.** Emphasis is placed on speculative transaction activity. This objective represents acceptance of an extremely high level of risk.

Attention: If you select an objective and cross it out to choose another, the change must be initialed by all account holders.



Member FINRA/SIPC



Section III: Financial Information and Experience

1. Investment Information

Enter the letter that corresponds to the correct range:

Annual income? Net worth? (exclusive of primary residence) Liquid net worth? Approximate account value?

A. \$1 - \$24,999	B. \$25,000 - \$49,999	C. \$50,000 - \$99,999	D. \$100,000 - \$249,999
E. \$250,000 - \$499,999	F. \$500,000 - \$749,999	G. \$750,000 - \$999,999	H. \$1,000,000 and over

Specify the exact Source of Account Holder Wealth and Income (e.g. Inheritance, employment salary, sale of real estate, etc.)

Tax Revenue Federal income tax bracket? (%)

Investment Experience (total number of years):

Indicate the number of years of experience for each investment type:

Annuities Mutual Funds Partnerships Margin Stocks Bonds Options

Other (please specify):

Mark here if entity is or is part of a bank insurance company, investment advisor, or broker/dealer, then complete the following:

Name of Firm

Mark here if entity is an owner of 10% or more of any public corporation within the past three months, then complete the following:

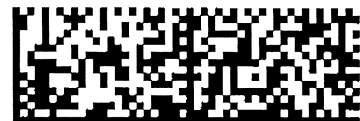
Name of Corporation(s)

2. Acknowledgment

I have reviewed this document for completeness, accuracy, suitability, and proper disclosures. Client ID Verified: Yes No

<u>John Zuchlewski</u> Representative Signature (unless same as Branch Manager)	JOHN ZUCHLEWSKI Representative Name (print)	6VMP Rep ID	02/02/2022 Date
<u>Patricia Wallaitis</u> Joint Representative Signature (if applicable)	PATRICIA WALLAITIS Joint Representative Name (print)	6VMP Rep ID	02/02/2022 Date
_____ Branch Manager Signature (required)	_____ Branch Manager Name (print)	_____ Rep ID	_____ Date

Account Number
78234214



Institutional New Account Agreement

INAA

Account Number	78234214				
Rep ID	6VMP				

Instructions: This form is used for institutional accounts only.

Please email the completed document(s) to LPL Financial at imaging_email@lpl.com or fax to (858) 202-8325.

1. Account Information

Client Name / Account Registration

Oneida County

Financial Professional Name

John Zuchlewski

2. Substitute W9

Employer Identification Number

15-6000460

3. Terms of Agreement

Please note that LPL Financial LLC (LPL) engages in dealings with you pursuant to the following Terms of Agreement.

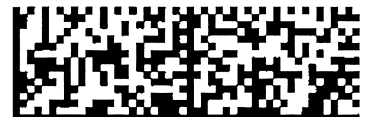
Please countersign below to indicate your agreement to and acknowledgement of these Terms of Agreement and return to us.

- Binding Effect of Orders:** We consider any order, which you, your agents or employees place, or any transaction, which you, your agents or employees direct, with LPL as binding on you. Any order you place will remain open until it is executed, expires by its terms or is cancelled by you. LPL reserves the right to decline to accept any order or to engage in any transaction.
- Anti-Money Laundering:** We understand that you have adopted and implemented anti-money laundering policies, procedures and controls that comply and will continue to comply in all respects with the requirements of any anti-money laundering laws and regulations to which you are subject, and you strictly adhere to any such policies, procedures and controls. We understand that you have identified, and will continue to identify, any third parties for whom you may act and the source of funds for any third parties for whom you may act and that you will retain all documentation necessary to identify any such third parties. We further understand that you do not believe, and have no reason to believe, that any of the third parties for whom you may act are engaged in money laundering activities or are associated with any terrorist or other individuals, entities or organizations sanctioned by the United States or the jurisdiction in which you do business.
- Important Information Regarding Procedures for Opening a New Account:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each business entity that opens an account.
- What This Means For You:** As an institutional customer of LPL, we will request certain information including your institution name and address, a corporate resolution or trading authority document, and a W-9/W-8 (Request for Taxpayer Identification Number and Certification/Certificate of Foreign Status). We may also ask for or obtain certain other information in order to verify information furnished to us.
- Institutional Account:** If you are an institutional account as defined by the rules of the Financial Industry Regulatory Authority (a bank, savings and loan association, insurance company, registered investment company, an investment adviser registered either with the Securities and Exchange Commission or with a state securities commission or you have total assets of at least \$50 million), we understand that you are experienced in financial markets and understand the complexity of the securities industry.
- Foreign Assets:** LPL does not deal with any person or entity whose name appears on the List of Specialty Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC) or engage in any activity involving any country that is prohibited by any OFAC-administered regulation or restriction (Prohibited Investor). Thus we understand that neither you nor any person controlling, controlled by or under common control with you is a Prohibited Investor and that you will not deal with LPL on behalf of or for the benefit of, or purchase securities or other products with funds received from, any Prohibited Investor.
- Prompt Review of Materials:** We understand that you will carefully review all account statements and confirmations promptly upon receipt for accuracy and consistency with your instructions and that you will immediately notify LPL if such documents are not received or are inaccurate. Any objections to the information contained in account statements or confirmations shall be made to LPL in writing within five (5) days of your receipt.
- Applicable Rules and Regulation:** You acknowledge that all transactions under this agreement will be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if an, where the transactions are executed.
- Sharing Information:** You consent to the sharing by LPL with its affiliates, or as required by applicable law, information concerning you and your credit and transactions pursuant to the agreement. Please refer to LPL's Privacy Policy for additional details.
- Governing Laws:** This agreement and its enforcement will be governed by the laws of the Commonwealth of Massachusetts.
- Modification:** You acknowledge that LPL may change the foregoing terms and conditions by written notice to you prior to the initiation of any transaction and subsequent transactions will be subject to such modifications.
- Contact:** Should you have any questions regarding your account, please contact your representative.
- Complaints:** Should you have any concerns regarding your account with LPL, please contact the Legal Department at (800) 775-4575. You may also write to LPL Legal at 75 State Street, 22nd Floor, Boston, MA 02109.



Member FINRA/SIPC

F168
Revised 0620



3. Terms of Agreement (continued)

14. Institutional Suitability Certificate – Affirmative Indication of Exercise of Independent Judgment (Pursuant to FINRA Rule 2111): In conjunction with any recommended transaction or investment strategy (as defined by FINRA Rules) by a financial professional affiliated with LPL Financial, the signer(s) to this document acknowledge(s) on behalf of the Institution named below that: (i) it is an Institutional Account as defined in FINRA Rule 4512©; (ii) it is (a) capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving security or securities; and (b) will exercise independent judgement in evaluating the recommendations of a financial professional associated with LPL Financial; (iii) it will notify its custodial agent, its financial professional and LPL Financial if anything in this Certificate ceases to be true; and (iv) the signer(s) of this document are authorized to sign on behalf of the Institutional Account named below. By signing this Certificate, the undersigned affirms that the above statement are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. Note: This Certificate shall apply with respect to all recommended transactions and investment strategy involving securities that are entered into by the "Institutional Account" named in this document, weather for the account of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

4. Account Holder Acknowledgment and Execution

Under penalties of perjury, Client hereby certifies that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien). Cross out 2 if subject to backup withholding. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I understand that LPL will supply my name to issuers of any securities held in my account so that I might receive important information regarding them, unless I notify LPL in writing not to do so.

I understand and agree that it is my responsibility every time I purchase mutual fund class A shares to advise my representative of all funds within the same fund family that I own either individually or in related accounts to ensure that I receive the appropriate commission discount.

I further certify that all of the information provided on this form is true, correct and complete and that I have received a copy of this form. I agree to notify LPL of any future changes to information on this form. Further, I have reviewed and accept the Master Account Agreement and the Pre-Dispute Arbitration Agreement stated in the last section of the Master Account Agreement.

Oneida County

Institutional Account Name

800 Park Ave Ste 5, Utica, NY 13501-2976

Address, City, State, Zip

[Handwritten Signature]

Account Holder Signature

Anthony R Carvelli

Account Holder Name (print)

2-2-22

Date

Commissioner of Finance

Title

315-798-5750

Contact Telephone

acarvelli@ocgov.net

Email

[Handwritten Signature: Kathy A. Pilbeam]

Account Holder Signature

Kathy Pilbeam

Account Holder Name (print)

Date

Deputy Commissioner of Finance

Title

315-798-5750

Contact Telephone

kpilbeam@ocgov.net

Email

Account Holder Signature

Account Holder Name (print)

Date

Title

Contact Telephone

Email

Account Number

78234214



5. Money Manager Information

This section must be completed and submitted for any delivery versus payment (DVP) account titled in the name of a money manager. This section is not required for prime brokerage accounts or accounts titles in an individual's name having duplicate statements sent to a money manager.

Name of Money Management Firm ("Money Manager")

Address

On behalf of the Money Manager named above, the undersigned represents and warrants that:

1. The Money Manager is an Investment Adviser registered with the U.S. Securities and Exchange Commission and under the Investment Advisers Act of 1940.
2. The Money Manager has implemented and currently maintains anti-money laundering procedures that are reasonably designed to be consistent with the requirements contemplated by the Bank Secrecy Act as amended by the USA PATRIOT Act of 2001.
3. The Money Manager has adopted procedures reasonably designed to comply with the laws, regulations, and Executive Orders administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), including the List of Specially Designated Nationals and Blocked Persons administered by OFAC, as such list may be amended from time to time.
4. The Money Manager will retain relevant documentation with respect to their clients, including identification information.
5. Upon a reasonable request, the Money Manager agrees to recertify in writing the representations and warranties provided herein.

Certification

On behalf of the Money Manager, the undersigned hereby certifies that I have read the forgoing representations and warranties, and acknowledge that the foregoing representations and warranties are true and correct.

By

Title

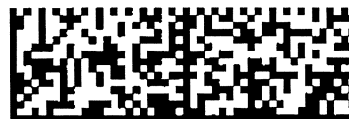
Compliance Officer or Senior Manager Signature

Compliance Officer or Senior Manager Name (print)

Date

Account Number

78234214						
----------	--	--	--	--	--	--



Instructions: This form is to be used for institutional accounts only. Fax completed form to Brokerage New Accounts, (858) 546-0874.

1.	Account Registration	Account Number	Date
	Oneida County	78234214	01/28/2022
	Rep Name	Rep ID Number	
	John Zuchlewski	6VMP	

2. **Please complete the following information**

Legal Name and Address of Institution

Oneida County
 800 Park Ave Ste 5, Utica NY 13501-2976

Type of Institution (check one)

Corporation Other (describe)
 Partnership
 Limited Liability Co. Government

Please provide a certified resolution in the following form or, if you have already adopted a different trading resolution, a certified resolution covering substantially the same trading authorize described below. Please have the certificate executed as follow: If a corporation, by the secretary; if a partnership, by or on behalf of the general partner; if a limited liability company, by a manager or a managing member.

I, Anthony R Carvelli, Commissioner of Finance of Oneida County
Name Title Organization

(the "Institution") duly organized and existing under the laws of New York State, certify to LPL Financial LLC (LPL)
State

that the following resolutions were duly adopted by the The Oneida County Board of Legislators of the
Governing Authority

Institution on or as of 01/28/2022 and are now in full force and effect. I further certify that said resolutions
Date

are in conformity with the provisions of the constituent documents of the Institution and within its lawful powers.

Resolved

First: That all officers, directors, managers, partners, members, and all employees and agents of the Institution having actual or apparent authority to act and their respective authorized attorney(s)-in-fact (each, an Agent of the Institution), including, without limitation, the following named officers, directors, managers or partners and their successors in office and the other persons specified below:

Anthony R Carvelli Commissioner of Finance [Signature]
Print Name and Title Signature

Kathy Pilbeam Deputy Commissioner of Finance [Signature]
Print Name and Title Signature

Print Name and Title Signature

Print Name and Title Signature

and each of them, are hereby authorized and empowered for and on behalf of this Institution to establish and maintain one or more accounts with LPL. For the purpose of purchasing, investing in, selling (including short sales), transferring, borrowing, lending, exchanging or otherwise disposing of, including, but not limited to, shares, stocks, listed or over-the-counter options, bonds, certificates of deposit, commercial paper, "when issued" securities, subscription rights, warrants, mortgage derivatives, other derivative transactions and securities, and certificates of interest of any and every kind and nature whatsoever as well as any other instrument or interest generally regarded as an investment, secured or unsecured, whether represented by a certificate or otherwise (including entering into margin transactions and short sales, if a margin account for the Institution has been applied for and approved by LPL, and secured lending transactions) in accordance with LPL's terms and conditions of the Institution's account (the Account) and in the Institution's name or number on LPL's books. The Institution hereby agrees to indemnify and hold LPL harmless from and to pay LPL promptly on demand any and all losses arising there from debit balances or other amounts due thereon.

The Institution authorizes LPL to follow the instructions of each Agent of the Institution with respect to the Account. Each Agent of the Institution is authorized to act for the Institution and on the Institution's behalf in the same manner and with the same force and effect as the Institution might or could do with respect to the Account. The Institution hereby ratifies and confirms any and all transactions with LPL entered into by any Agent of the Institution for the Account, whether before or after the date hereof, and waives notification to the Institution of any of the aforementioned transactions and the delivery of any statements, notices or demands pertaining thereto. Each Agent of the Institution is authorized to appoint and act through one or more attorneys-in-fact.

This authorization and indemnity: (a) is a continuing one and shall remain in full force and effect until receipt by an officer of LPL, with which the Account is established, written notice of the Institution's revocation thereof and such revocation or notice shall cancel all outstanding unexecuted orders which can be canceled, but revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation; (b) shall insure to the benefit of LPL, any successor firm(s) and any assigns of LPL or any successor firm(s) irrespective of any change(s) at any time in the personnel thereof for any cause whatsoever; and (c) is in addition to (and in no way limits or restricts) any of the provisions of or the rights which LPL may have under any other agreement(s) between LPL and the Institution relating to the Account.

The Institution agrees to and hereby does indemnify and hold LPL harmless from any loss, damage, expense or liability, howsoever arising, which the Institution might sustain or which might be incurred by or imposed upon LPL by reason of any transaction authorized hereunder with the Institution's Agent prior to LPL's receipt of written notice of the revocation of the authority granted herein.

Second: Each Agent of the Institution is hereby granted the fullest authority to act on behalf of the Institution with respect to the Account, including Authority (without limiting the generality of the foregoing):

1. To give written or oral instructions to LPL with respect to matters referenced above;
2. To obligate the Institution to carry out any contract, arrangement or transaction entered into, with or through LPL;
3. To pay to LPL such sums as may be necessary in connection with Account;
4. To deposit securities, funds and other property of the Institution with LPL;
5. To order the transfer and delivery of any securities, funds or other property of the Institution to any person (including any of said persons) and to order the transfer of record ownership of any securities or other property to any person (including any of said persons) and in any name whatsoever;
6. To endorse any securities, stock powers or other Instruments in order to pass title to securities or other property and to direct the sale, transfer, exchange or exercise of any rights with respect to any such securities or other property of the Institution;
7. To agree to any terms or conditions regarding the Account and execute any agreement, release, power of attorney assignment or other document in connection with Account and the property herein;
8. To direct LPL to surrender securities to any party for the purpose of effecting any exchange or conversion or for any other purpose;
9. To accept delivery of securities, funds and other property of the Institution;
10. To receive oral or written confirmations, statements of account, notices, demands and other documents relating to the Account;
11. To appoint any other person to do any and all things which any of said persons is hereby empowered to do; and,
12. Generally to do and take all action in connection with the Account that is deemed necessary or desirable by any Agent of the Institution with respect thereto; and LPL may deal with each Agent of the Institution as though dealing directly with the Institution.

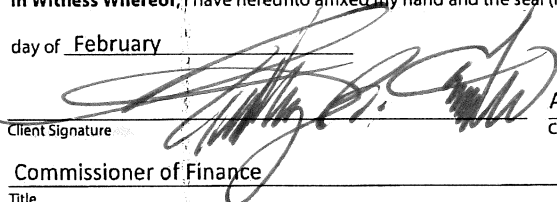
Third: That the authority of each Agent of the Institution shall continue until LPL shall receive from the Institution a written notice of the revocation thereof.

Fourth: That the appropriate official of the Institution is hereby authorized and directed to certify in writing to LPL:

1. A true copy of these resolutions;
2. Specimen signatures of the persons specifically listed herein;
3. That the Institution is duly organized and existing and that these resolutions are in conformity with the provision of the constituent documents of the Institution and within its lawful powers; and
4. Upon any changes in the office or powers of persons hereby empowered, notification of such changes, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

In Witness Whereof, I have hereunto affixed my hand and the seal (if applicable) of the Institution this _____

day of February



Client Signature

Anthony R Carvelli

Client Name (print)

2-2-22

Date

Commissioner of Finance

Title

Beneficial Ownership Legal Entity Ownership by Individuals

BOI

Account Number

78234214					
----------	--	--	--	--	--

Rep ID

6VMP		
------	--	--

Instructions: Identify all Beneficial Owner(s) with 25% or more ownership of the Legal Entity opening account. This form must be completed and signed for legal entity accounts opened where the legal entity opening the account is owned by Individuals (i.e. natural persons). The form must be completed, signed and submitted regardless of whether or not there are beneficial owners which meet the 25% threshold as described in Section I below. If no beneficial owners exist, a control person must be provided per Section III below.

Section I: Legal Entity

Name of Legal Entity Opening Account

Exemptions: Legal Entity DOES NOT need to list Beneficial Owners if legal entity opening account is a U.S. publicly traded company (NYSE, AMEX, or NASDAQ) or its parent has at least 51% ownership and is publicly traded, OR a charity or nonprofit legal entity registered under Section 501(c), 527 or 4947(a)(1) of the U.S. Internal Revenue Code that has not been denied tax exempt status.

Question 1: Does the Legal Entity opening account meet the U.S. publicly traded exemption described directly above?

- Yes. (If yes, complete sections IV and V only) No. (If no, proceed to next Question 2)

Question 2: Does the Legal Entity opening account meet the charity or nonprofit exemption described directly above?

- Yes. (If yes, complete sections III, IV and V only) No. (If no, proceed to Question 3)

Question 3: Does the Legal Entity opening account have Beneficial Owners with 25% or more ownership?

- Yes. (If yes, complete all remaining sections) No. (If no, complete sections III, IV and V only)

Section II: Beneficial Ownership Information

For Legal Entity in Section 1. above, list all individuals (i.e. natural persons) that have an ownership interest of 25% or more of the legal entity.

Beneficial Owner 1

Full Legal Name		Date of Birth	Social Security Number	ID Place of Issuance
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
Legal Entity Above	Percentage Ownership	ID Type	ID Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Country of Citizenship	Country of Residence	ID Issuance Date	ID Expiration Date	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Residence Address (no P. O. Boxes)				
<input type="text"/>				

Beneficial Owner 2

Full Legal Name		Date of Birth	Social Security Number	ID Place of Issuance
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
Legal Entity Above	Percentage Ownership	ID Type	ID Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Country of Citizenship	Country of Residence	ID Issuance Date	ID Expiration Date	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Residence Address (no P. O. Boxes)				
<input type="text"/>				

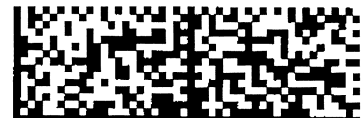
Beneficial Owner 3

Full Legal Name		Date of Birth	Social Security Number	ID Place of Issuance
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
Legal Entity Above	Percentage Ownership	ID Type	ID Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Country of Citizenship	Country of Residence	ID Issuance Date	ID Expiration Date	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Residence Address (no P. O. Boxes)				
<input type="text"/>				



Member FINRA/SIPC

F528B
Revised 1020



Section II: Beneficial Ownership Information (continued)

Beneficial Owner 4

Full Legal Name	Date of Birth	Social Security Number	ID Place of Issuance
Legal Entity Above	Percentage Ownership	ID Type	ID Number
Country of Citizenship	Country of Residence	ID Issuance Date	ID Expiration Date
Residence Address (no P. O. Boxes)			

Section III: Complete for all Non-Publicly Traded Legal Entities

For the Legal Entity Opening Account in Section 1. above, list one (1) individual with significant responsibility for managing the legal entity, such as:

- (1) An executive officer or senior manager (e.g, CEO, CFO, COO, Managing Member, General Partner, President, VP or Treasurer; or
- (2) Any other individual who regularly performs similar functions

Note: If appropriate, an individual listed under section 2 above may also be listed in this section.

Individual Responsible for Managing Legal Entity

Full Legal Name	Date of Birth	Social Security Number	ID Place of Issuance
Anthony R Carvelli	NA	15-6000460	
Legal Entity Above	Percentage Ownership	ID Type	ID Number
Oneida County	0.00		
Country of Citizenship	Country of Residence	ID Issuance Date	ID Expiration Date
United States	Unites States		
Residence Address (no P. O. Boxes)			
800 Park Ave Ste 5, Utica, NY 13501-2976			

Section IV: Industry / Affiliation Questions

Are any Beneficial Owners listed above, or Executive Officer, Senior Manager, or Individual with significant responsibility for managing the legal entity: (1) a current or former senior military, government or political official of a non-U.S. country, or (2) an immediate family member or close associate of such an official? If yes, additional information may be required.

Yes No

Are any Legal Entities or Beneficial Owners listed above, or Executive Officer, Senior Manager, or Individual with significant responsibility for managing the legal entity employed by, have controlling interest or are otherwise affiliated with any of the following activities:

- Internet Gambling Marijuana or Cannabis Business Embassies, Consulates, and Diplomatic Missions

Section V: Acknowledgment

I hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Authorized Person (or Signatory) Signature

Anthony R Carvelli
Authorized Person (or Signatory) Name (print)

2-2-22
Date

Account Number

78234214					
----------	--	--	--	--	--





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

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

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

December 16, 2021

FN 20 28 - 072

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

PUBLIC WORKS

Re: Work Order #27, Amendment 9
CMOM Program Implementation-FY2022
GHD Consulting Services, Inc.

WAYS & MEANS

Dear County Executive Picente:

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

GHD has submitted for consideration Work Order #27, Amendment 9. This Work Order is a continuation of the district-wide Capacity Management, Operations, and Maintenance Program (CMOM) and will cover FY 2022. Implementing this program is a requirement of the current NYSDEC consent order. The program will continue to progression of CMOM elements, including the key programmatic elements of the June 29, 2012 CMOM Framework document that was approved by NYSDEC. Furthermore, the ongoing program has been implemented district-wide in order to guide the operational and maintenance items identified through the various sewer inspection and rehabilitation programs as well as continued interaction with the municipal collection system operators.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$120,000. Funding for this work order will come from the department 2022 operating budget as the program is being implemented district-wide. It should be noted that technical support to OCDOH for the implementation of the FOG program is included in this work order

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

Sincerely,

Karl E. Schrantz, P.E.
Commissioner

Cc: Robert Pronteau – Assistant Oneida County Attorney
John LaGorga, P.E. – GHD Consulting Services, Inc.

Attachments: Work Order #27, Amendment 9
Contract Summary Sheet



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

Anthony J. Picente, Jr.
County Executive

Date 1-26-22

Competing Proposal X
Only Respondent
Sole Source RFP
Other

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services, Inc.
5788 Widewaters Parkway
Syracuse, NY 13214

Title of Activity or Service: Work Order #27, Amendment 9
CMOM Program Implementation-FY2022

Proposed Dates of Operation: FY2022

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

Summary Statements

- 1) Narrative Description of Proposed Services: This work order covers the implementation of a Capacity Management, Operations and Maintenance Program (CMOM) for the Oneida County Sewer District for FY2022.
- 2) Program/Service Objectives and Outcomes: The objective of the work order is to advance the key programmatic elements as outlined in the proposed CMOM Framework dated June 29, 2012.
- 3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

Total Funding Requested: \$120,000 **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: Funding for this work order will be provided by the department 2022 operating budget as it is district-wide.

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding for this work order will be provided by the department 2022 operating budget as it is district-wide.

Cost Per Client Served: \$1.09

Past Performance Data: Implementation of CMOM in the entire district is progressing.

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



**WORK ORDER 27
AMENDMENT No. 9**

CMOM PROGRAM IMPLEMENTATION – FY 2022

I. PROJECT UNDERSTANDING

Continued advancement of the Capacity Management, Operations, and Maintenance (CMOM) program is a priority item for the Oneida County Sewer District (District) and the Steering Committee for 2022. CMOM is also a mandated program requirement as described in Schedule A, Paragraph B.3 of the Consent Order between the New York State Department of Environmental Conservation and Oneida County.

Oneida County, the Steering Committee, and CMOM Working Group have made progress since 2013 with the development and implementation of the initial phases of the various elements planned under the CMOM Program Implementation. The purpose of this Work Order is to continue that progression of implementation of CMOM elements, including some of the key programmatic elements as outlined in the proposed CMOM Framework dated June 29, 2012 as well as those that developed out of the 2018 Working Group collaboration, and those operational and maintenance items identified through the various sewer rehabilitation projects and interaction with the collection system operators.

The Project Team responsible for implementing this Work Order includes O'Brien & Gere Engineers, Inc. n/k/a Ramboll Americas Engineering Solutions, Inc. (Ramboll) and Paige Marketing Communications Group.

II. SCOPE OF WORK

The following is a scope of services relative to work proposed to be performed by the project team through 2022:

A. Task 1 – CMOM Working Group

1. The Project Team will continue to collaborate with key community representatives involved in the operation and maintenance of the municipal sewer systems to assist in the further development of the implementation plan for a community-based CMOM program. The June 29, 2012 Proposed CMOM Framework plus topics of interest identified during the 2017 Work Group sessions will be the basis for further developing the plan. Up to two (2) work sessions are anticipated over the course of 2022 if appropriate topics are identified for Group discussions and/or presentations. Progress reports will be prepared following each work session and technical documents developed as program elements are developed.
2. Additional support may include technical guidance and direction to municipal representatives at Work Group meetings, as well as coordination and follow up between work sessions.

Team Leader: *Paige Group*

Team Members: *Ramboll, GHD*

B. Task 2 – Project Management

Project management will include staffing and resource allocation, sub-consultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. From Ramboll, John Story, P.E. will be the Project Manager and staff members from Ramboll and GHD will assist with technical coordination for this Work Order. From Paige Marketing Communications Group, Nancy Pattarini will be the lead Technical Coordinator.

Team Leader: GHD

Team Members: Paige Group, Ramboll

C. Task 3 – Municipal Collection System Coordination

This task was new in 2015 and continued through 2021. It provided engineering/technical support on an as needed basis to assist the County and/or municipalities with the investigation of sanitary sewer system issues. Because this has been found to be a valuable service to both the County and municipalities, municipal collection system coordination services will continue in 2022. Services may include one or more of the following:

1. Site visits
2. Desk top review of available mapping and related sewer system data.
3. Coordination with and technical support for local officials, sewer system operators, and contractors regarding immediate system repairs.
4. Attendance at sewer system issue-specific community meetings.
5. Assistance to with isolated/localized sewer and easement inspections.
6. Subcontract with a cleaning and CCTV contractor for investigative or diagnostic services on an as-needed basis for municipal and County sewers.
7. Other tasks as may be requested by the County or municipality (upon concurrence by the Commissioner).

Includes budget allocation of \$10,000 for limited specialty subcontracting services if those services are needed (i.e.: surveying, CCTV, etc...) in support of the above technical services.

Team Leader: GHD

D. Task 4 – Interceptor Sewer Maintenance Program

In conjunction with the intent of the CMOM program to proactively maintain the collection system infrastructure, the project team will continue to incorporate efforts that began in 2017 on critical portions of the District's interceptor sewer system. Work may include:

1. Condition inspections/assessments of a limited number of interceptor sewers deemed most critical or susceptible to high maintenance needs. Locations will be selected/coordinated in advance with the County prior to performing the work.

2. Easement inspections, documentation of conditions, and recommendations for action. Locations selected/coordinated in advance with the County prior to performing the work.
3. Technical assistance/engineering support with small and/or emergency repair projects.
4. Coordination with County contractors when requested by the County.

A portion of the \$10,000 subcontractor allocation identified in Task 4 may be utilized in Task 5 if deemed appropriate for investigative work on the County's Interceptors.

Team Leader: GHD

E. Task 5 – Wetland Mitigation Annual Monitoring Report

Pursuant to Special Condition 22 of the USACE Permit, annual quantitative assessment of viable woody vegetation is to be assessed annually between June and October for a period of ten years. Annual monitoring reports that summarize observed conditions are to be prepared and submitted to the USACE no later than December 31 of each monitoring year. The 2022 Annual Monitoring Report will present the results of Year 3 monitoring.

Team Leader: Ramboll

F. Task 6 – FEMA Streambank Stabilization

In 2021, designs were prepared for streambank improvements along Sauquoit Creek, generally located as follows:

- Victoria Drive
- Pietryka Park
- New Hartford Manholes
- Nail Creek
- Mud Creek (Symeons)
- Salvatores

Preliminary plans were prepared for each location, and permits were applied for from the NYSDEC and USACE. Additionally, floodplain applications were drafted. For each of the above locations, plans and specifications suitable for public bidding will be finalized during 2022. The budget for this task assumes all locations can be bid in a single package of Contract Documents. Construction phase services are not included in this task.

Team Leader: Ramboll

III. SCHEDULE

The work of this Work Order will commence upon authorization by Oneida County and will continue through December 31, 2022.

IV. COMPENSATION

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, mileage.). The Compensation for the Scope of Services is estimated at \$120,000.00 as outlined in Section II is shown on Table 1.
- b. Payments for the work will be due monthly based on statements submitted by the GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 27, Amendment No. 8, under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

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

Consultant
GHD CONSULTING SERVICES INC.

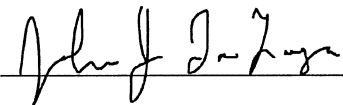
Client
COUNTY OF ONEIDA

By: John LaGorga, PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: 

Signature: _____

Date: 12/07/2021

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

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

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

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

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

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

**2.0 O'BRIEN AND GERE ENGINEERS, INC.
N/K/A RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. (RAMBOLL)**

2.1 Hourly Rates

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

Labor Category	Hourly Rate
Project Officer	\$229.00
Program Manager	\$198.00
Project Manager 2/SME	\$198.00
Project Manager 1	\$187.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$167.00
Architect/Engineer/Scientist 3	\$135.00
Architect/Engineer/Scientist 2	\$117.00
Architect/Engineer/Scientist 1	\$88.00
Assistant Project Manager	\$117.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Engineering Technician 1	\$75.00
Plant Operations Manager 1	\$180.00
Wastewater Operator -NYSDEC Class 4A	\$125.00
Wastewater Operator - NYSDEC Class 3A	\$117.00
Resident Project Representative 2	\$112.00
Intern	\$45.00
Construction Management Asst. 3	\$60.00
Technical Typist	\$69.00

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

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

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

3.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.

3.1 Hourly Rates

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

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

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

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

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

**Fee Estimate
Work Order 27
Amendment 9**

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total Hrs	Billing Rate 2022	Total Cost	Subtotals
	CMOM Working Group	Project Management	Muni Collection System Coordination	Interceptor Sewer Maintenance Program	Wetland Mitigation Annual Monitoring Record	FEMA Streambank Stabilization				
Ramboll										
Project Officer					8	8	16	\$229.00	\$3,664.00	
Project Manager 2							0	\$198.00	\$0.00	
Project Manager 1							0	\$187.00	\$0.00	
Assistant Project Manager							0	\$177.00	\$0.00	
Plant Operations Manager 1							0	\$180.00	\$0.00	
WW Operator Class 4A							0	\$125.00	\$0.00	
Engineer/Scientist 3					80	120	200	\$135.00	\$27,000.00	
Engineer/Scientist 2							0	\$117.00	\$0.00	
Engineer/Scientist 1						160	160	\$88.00	\$14,080.00	
Resident Project Representative 2							0	\$112.00	\$0.00	
Engineering Technician 3							0	\$106.00	\$0.00	
Engineering Technician 2							0	\$97.00	\$0.00	
Intern							0	\$45.00	\$0.00	
Technical Typist						20	20	\$69.00	\$1,380.00	
										\$46,124.00
GHD Consulting Services, Inc.										
Vice President/Principal							0	\$239.00	\$0.00	
Associate		20	20	40			80	\$190.00	\$15,200.00	
Senior Project Manager		16	20	40			84	\$167.00	\$14,028.00	
Senior Engineer							0	\$160.00	\$0.00	
Project Manager							0	\$150.00	\$0.00	
Project Engineer II			40	160			200	\$135.00	\$27,000.00	
Secretarial/Word Processing							0	\$74.00	\$0.00	
										\$56,228.00
Paige Marketing Communications Group, Inc.										
Principal							8	\$190.00	\$1,520.00	
Public Relations Manager							24	\$126.00	\$3,072.00	
Graphic Designer							0	\$109.00	\$0.00	
Public Relations Specialist							0	\$109.00	\$0.00	
Production Specialist							0	\$90.00	\$0.00	
Office Support							0	\$62.00	\$0.00	
										\$4,592.00
Subtotal Labor	\$5,928.00	\$6,472.00	\$12,540.00	\$35,880.00	\$12,632.00	\$33,492.00	792		\$106,944.00	
Direct Expenses										
Travel	\$0.00	\$0.00	\$542.40	\$542.40	\$113.00	\$339.00			\$1,536.80	
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Office Expenses	\$0.00	\$0.00	\$0.00	\$1,519.20	\$0.00	\$0.00			\$1,519.20	
Subcontractors	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00			\$10,000.00	
Subtotal Disbursements	\$0.00	\$0.00	\$10,542.40	\$2,061.60	\$113.00	\$339.00			\$13,056.00	
PROJECT TOTAL	\$5,928.00	\$6,472.00	\$23,082.40	\$37,941.60	\$12,745.00	\$33,831.00			\$120,000.00	
										\$120,000.00
										ESTIMATED COMPENSATION

January 4, 2022 1:45 pm

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

[FIND PROVIDER >](#)

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: GHD CONSULTING SERVICES INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTION OF LAW: -
DATE OF INITIAL DOS FILING: 08/11/1933
EFFECTIVE DATE INITIAL FILING: 08/11/1933
FOREIGN FORMATION DATE:
COUNTY: Onondaga
JURISDICTION: New York, United States

DOS ID: 45457
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: Active
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 08/31/2023
NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSURED NAME HISTORY](#)

Service of Process Name and Address

Name: c/o UNITED AGENT GROUP INC.

Address: 600 MAMARONECK AVENUE, #400, HARRISON, NY, United States, 10528

Chief Executive Officer's Name and Address

Name: HOWARD LAFEVER

Address: 1 REMINGTON PARK DRIVE, CAZENOVIA, NY, United States, 13035

Principal Executive Office Address

Address: 5788 WIDEWATERS PARKWAY, SYRACUSE, NY, United States, 13214

Registered Agent Name and Address

Name: UNITED AGENT GROUP INC.

Address: 600 MAMARONECK AVENUE, #400, HARRISON, NY, 10528

Entity Primary Location Name and Address

Name:

Address:

Famcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share
PAR VALUE	102,000	\$1.00



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

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

Anthony J. Picente, Jr. County Executive

Karl E. Schrantz, P.E. Commissioner

December 16, 2021

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

FN 20 22-073

PUBLIC WORKS

Re: Work Order #29, Amendment 9
Private property I/I Reduction Program Implementation-FY2022
GHD Consulting Services, Inc.

WAYS & MEANS

Dear County Executive Picente:

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

GHD has submitted for consideration Work Order #29, Amendment 9 which would cover FY2022 of the implementation of a district-wide Private Inflow and Infiltration Reduction Program. Implementing this program in the Sauquoit Creek Pumping Station service area is a requirement of the current NYSDEC consent order. Furthermore, the program is being implemented district-wide due to concerns over capacity at the Oneida County Water Pollution Control Plant.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$74,000. Funding for this work order will come from the department 2022 operating budget as the program will now be implemented district-wide.

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

Sincerely,

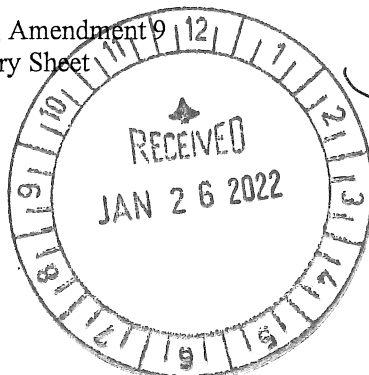
[Handwritten signature of Karl E. Schrantz]

Karl E. Schrantz, P.E.
Commissioner

cc: Robert Pronteau - Assistant Oneida County Attorney
John Lagorga, PE - GHD Consulting Services

Attachments: Work Order #29, Amendment 9
Contract Summary Sheet

Reviewed and Approved for submittal to the Oneida County Board of Legislator by
[Signature]
Anthony J. Picente, Jr.
County Executive
Date 1-26-22



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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services, Inc.
5788 Widewaters Parkway
Syracuse, NY 13214

Title of Activity or Service: Work Order #29, Amendment 9
Private Property I/I Reduction
Program Implementation –FY 2022

Proposed Dates of Operation: FY2022

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

Summary Statements

1) Narrative Description of Proposed Services: This work order covers the implementation of Amendment 8 of a Private Inflow and Infiltration Reduction Program for the Oneida County Sewer District for FY2022.

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

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

Total Funding Requested: \$74,000 **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: Funding for this work order will be provided by the Department’s 2022 operating budget as it is a district-wide service.

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding for this work order will be provided by the department 2021 operating budget as it is a district-wide service.

Cost Per Client Served: \$0.67

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

O.C. Department Staff Comments: Implementation of this program is required by the NYSDEC consent order.



**WORK ORDER 29
AMENDMENT No. 9**

PRIVATE PROPERTY I/I REDUCTION PROGRAM IMPLEMENTATION – FY 2022

I. PROJECT UNDERSTANDING

The purpose of this seventh Amendment to Work Order 29 (this "Work Order Amendment"), made by and between GHD Consulting Services Inc. (the "Consultant") and the County of Oneida (the "County") is to continue providing private property inflow/infiltration programming for the period from January 1, 2022 until December 31, 2022.

Oneida County is approaching the NYS Department of Environmental Conservation's Consent Order deadline of December 21, 2022 to mitigate SSOs from occurring at the Sauquoit Creek Pump Station (SCPS). Failure to satisfy the requirements of the Consent Order will result in exorbitant fines and development restrictions. The County has made major accomplishments toward the reduction of inflow/infiltration ("I/I") in the public sanitary sewer system tributary to the SCPS. However, continued success will be dependent on advancement of a formal program to reduce I/I on the private property side of the system.

Appealing to property owners to voluntarily correct I/I problems has been a particular focus of community education over the past few years. Surveys of customers within the Oneida County Sewer District (District) show increasing understanding of the problem and of ways the average property can help solve the problem by rerouting roof leaders and removing sump pumps from the sanitary sewer. However, data also indicates that member municipalities will need private property I/I removal to be formally required by administrative policy and/or local law/ordinance and include the mechanisms that will ensure effective identification of private property I/I problems and programmatic support to help property owners make necessary improvements.

In 2022, it will be necessary to achieve consumer understanding of the remaining steps needed to achieve NYSDEC consent order requirements, their role in removal of I/I on private property, and the realities of associated costs to the County, District member municipalities, and to homeowners.

The intent of this amendment to Work Order 29 is to continue the advancement of the private property inflow/infiltration ("PPI/I") program toward continued successful implementation. This includes the evolution of programmatic elements as outlined in the proposed PPII Reduction Program dated June 29, 2012 as well as those that developed out of Steering Committee and Working Group collaboration. The scope of work for the services in 2022 are described in Section II below.

II. SCOPE OF SERVICES

A. Task 1 – Municipal and Private Property Overflows Working Group

The Project Team will continue to collaborate with the Town/Village representatives who will be responsible for helping implement a community-based PPI/I reduction program.

The June 29, 2012 Proposed PPII Framework plus topics of interest identified during subsequent PPI/I Working Group sessions will be the basis for further developing/enhancement of the plan. Meeting notes will be prepared following each work session and technical documents developed as program elements are designed.

Additional support will include:

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

B. Task 2 – Private Property Inflow/Infiltration Reduction – Municipality Support and Long-term Program Development

This Work Order Amendment allocates budget to support PPI/I initiatives as determined by the municipalities. The effort will include some or all of the following elements:

1. Technical guidance to communities to assist in the identification of PPI/I issues and provide support in identifying areas and types of excessive I/I and provide potential solutions.
2. Review and analysis of flow monitoring data to assess system capacity and performance as well as identify locations and magnitude of PPI/I.
3. Assist the County in prioritizing areas which require further assessment including flow metering, CCTV inspection, dye testing and etc.;
4. Assess the impacts on sanitary sewer flow characteristics due to future development and PPI/I - locations determined by the County and the Engineering Team.
5. Advancement of the PPI/I program in accordance with Oneida County Sewer Use Rules and Regulations, with a focus on:
 - a) Review and evaluation of the County and local municipality Sewer Use Ordinances relative to authority to require PPI/I reduction efforts and to assess and eliminate PPI/I.
 - b) Developing District-wide facility inspection protocols/procedures that account for the unique composition and infrastructure status of each community;
 - c) Clarification on the right to inspect private property for illicit connections and excessive PPI/I to the municipal sanitary sewer system, including review of the existing Oneida County Sewer Use Rules and Regulations and identifying potential recommended revisions as necessary. Under this task the Engineering team will coordinate required discussions and solicit input from the County Attorney;
 - d) Exploring mechanisms and approaches to assist local municipalities and property owners in completing corrective measures that address illicit connections and excessive PPI/I;
 - e) Investigating and developing enforcement measures for non-compliance;
 - f) Requirements for municipality participation;
 - g) Other items as may be determined through collaboration with community leaders and the Steering Committee.

C. Task 3 – Project Management

Project management will include staffing and resource allocation, subconsultant coordination, cost control, and administrative assistance to the Commissioner on an as needed basis. John LaGorga, P.E. from GHD will serve as the Project Manager. Nancy Pattarini will be the Lead Project Coordinator from Paige Marketing Communications Group, Inc.

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

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

The private property I/I community education program in 2022 will be focused on introduction of a formal private property I/I reduction program. Residents will be provided with information on the inspection process, how to make I/I improvements, possible funding for private I/I projects, and other aspects related to new requirements, assistance, and enforcement.

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

1. Direct Resident Communications

The project team will be responsible in 2022 for advancing this critical public information and education program through:

- a) Designing, drafting, editing and producing hard and digital copies of public information collateral for distribution through steering committee members and other municipal elected officials and staff;
- b) Distributing informational materials through direct mailings to households and social media
- c) Communicating program elements through the general media
- d) Planning and facilitating community education events, focus groups and public information briefings related to project activities.

2. Community Education/Information Materials Development

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

- a) Maintaining the project website (rippleeffectOCSD.org) to maintain transparency and enhance education efforts;
- b) Manage website content revisions as directed by the County and consultant team leaders;
 - 1) Develop and post project information of importance to District residents, including construction schedules,

- upcoming private I/I initiatives such as home inspections, achievement of project milestones, cost and funding information, and other aspects of program implementation;
- 2) Develop visuals and other illustrative materials to deliver user-friendly, easy-to-understand content.

III. SCHEDULE

The work of this Work Order will commence upon authorization by Oneida County and will continue through December 31, 2022.

IV. COMPENSATION

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, mileage.). The Compensation for the Scope of Services is estimated at \$74,000 as outlined in Section II is shown on Table 1.
- b. Payments for the work will be due monthly based on statements submitted by the GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 29, Amendment No. 8 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

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

Consultant
GHD CONSULTING SERVICES INC.

Client
COUNTY OF ONEIDA

By: John LaGorga, PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: 

Signature: _____

Date: 11/23/2021

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

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

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

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

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

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

2.0 O'BRIEN AND GERE ENGINEERS, INC.
N/K/A RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. (RAMBOLL)

2.1 Hourly Rates

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

Labor Category	Hourly Rate
Project Officer	\$229.00
Program Manager	\$198.00
Project Manager 2/SME	\$198.00
Project Manager 1	\$187.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$167.00
Architect/Engineer/Scientist 3	\$135.00
Architect/Engineer/Scientist 2	\$117.00
Architect/Engineer/Scientist 1	\$88.00
Assistant Project Manager	\$117.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Engineering Technician 1	\$75.00
Plant Operations Manager 1	\$180.00
Wastewater Operator -NYSDEC Class 4A	\$125.00
Wastewater Operator - NYSDEC Class 3A	\$117.00
Resident Project Representative 2	\$112.00
Intern	\$45.00
Construction Management Asst. 3	\$60.00
Technical Typist	\$69.00

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

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

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

3.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.

3.1 Hourly Rates

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

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

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

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

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

WORK ORDER NO. - 29 Private Property /I/ Reduction Program Implementation
 Amendment No. 9

FEE ESTIMATE

November 23, 2021

Fee Estimate
 Work Order 29
 Amendment 9

TABLE 1

Description	Task 1	Task 2	Task 3	Task 4	Total Hrs	Billing Rate 2022	Total Cost	Subtotals
	Municipal and Private Property Overflows Working Group	Muni Support and Program Development	Project Management	PPI/ Community Education				
Ramboll								
Project Officer					0	\$225.00	\$0.00	
Project Manager 2					0	\$198.00	\$0.00	
Project Manager 1					0	\$187.00	\$0.00	
Engineer 3					0	\$130.00	\$0.00	
Engineer/Scientist 2					0	\$112.00	\$0.00	
Engineer/Scientist 1					0	\$65.00	\$0.00	
Engineering Technician 3					0	\$96.00	\$0.00	
Engineering Technician 2					0	\$94.00	\$0.00	
Intern					0	\$45.00	\$0.00	
Administrative Assistant					0	\$77.00	\$0.00	
Technical Typist					0	\$69.00	\$0.00	\$0.00
GHD								
VP/Principal					0	\$239.00	\$0.00	
Senior Associate					0	\$225.00	\$0.00	
Associate	16	24		12	52	\$190.00	\$9,880.00	
Project Manager/Sr. Engineer	8	40			48	\$160.00	\$7,680.00	
Project Engineer III					0	\$155.00	\$0.00	
Project Engineer II					0	\$135.00	\$0.00	
Project Engineer I		16			16	\$122.00	\$1,952.00	
Engineer/Scientist I					0	\$115.00	\$0.00	
Engineer/Scientist II					0	\$101.00	\$0.00	
Engineer/Scientist I					0	\$96.00	\$0.00	
Junior Designer					0	\$74.00	\$0.00	
Secretarial/Word Processing		4			4	\$296.00	\$2,960.00	\$19,808.00
Felipe Group								
Principal	25	4		40	69	\$190.00	\$13,110.00	
Creative Director				27	27	\$143.00	\$3,861.00	
Web Developer				22	22	\$128.00	\$2,816.00	
Program Planner/Strategist	8			25	33	\$119.00	\$3,927.00	
Public Relations Manager	30	12		28	70	\$129.00	\$9,030.00	
AV/Video Editor				32	32	\$143.00	\$4,576.00	
Copy Writer				15	15	\$119.00	\$1,785.00	
Graphic Designer	13			15	33	\$109.00	\$3,597.00	
Production Specialist	10			20	20	\$90.00	\$1,800.00	
Project Administrator	30			10	30	\$62.00	\$1,860.00	\$46,962.00
Subtotal Labor	\$18,069.00	\$15,516.00	\$0.00	\$32,585.00	471		\$66,170.00	
Direct Expenses								
Travel	\$456.60	\$743.40	\$0.00	\$210.00			\$1,410.00	
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$5,000.00			\$5,000.00	
Office Expenses	\$1,232.00	\$188.00	\$0.00	\$0.00			\$1,420.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Subtotal Disbursements	\$1,688.60	\$931.40	\$0.00	\$5,210.00			\$7,830.00	
PROJECT TOTAL	\$19,757.60	\$16,447.40	\$0.00	\$37,795.00			\$74,000.00	
								ESTIMATED COMPENSATION
								\$74,000.00



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

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

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

December 16, 2021

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

FN 20 22-074

PUBLIC WORKS

WAYS & MEANS

Re: Work Order #30, Amendment 9
Program Administration-FY2022
GHD Consulting Services, Inc.
Capital Project HG-482

Dear County Executive Picente:

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

The NYSDEC consent order has many administrative requirements. Among these is the submission of various reports and plans as well as coordination and reporting requirements for NYSEFC, the funding agency for the project. Along with project coordination and management, these tasks will require significant effort from the consultants.

GHD has submitted for consideration Work Order #30, Amendment 9, which would cover the program administration costs for FY2022. Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$64,000. Funding for this work order is incorporated into the current NYSEFC financing will be tracked by capital project HG-482.

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

Sincerely,

Karl E. Schrantz (handwritten signature)

Karl E. Schrantz, P.E.
Commissioner

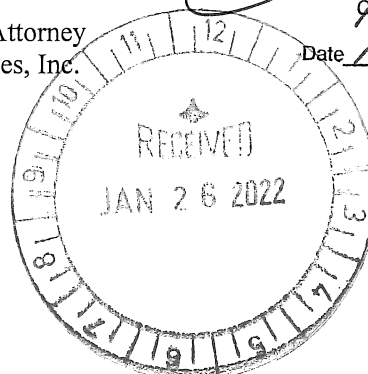
Reviewed and Approved for submittal to the Oneida County Board of Legislators by

Anthony J. Picente, Jr. (handwritten signature)
County Executive

Date 1-26-22

Cc: Robert Pronteau - Assistant Oneida County Attorney
John Lagorga, P.E. - GHD Consulting Services, Inc.

Attachments: Work Order #30, Amendment 9
Contract Summary Sheet



Competing Proposal X
Only Respondent
Sole Source RFP
Other

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services, Inc.
5788 Widewaters Parkway
Syracuse, NY 13214

Title of Activity or Service: Work Order #30, Amendment 9
Program Administration-FY2022

Proposed Dates of Operation: FY-2022

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

Summary Statements

- 1) Narrative Description of Proposed Services: This work order covers the program administration costs resulting from NYSDEC Consent Order #R620060823-67 for FY2022.
- 2) Program/Service Objectives and Outcomes: Produce the reports and paperwork necessary for NYSDEC and NYSEFC.
- 3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with oversight from WQ&WPC

Total Funding Requested: \$64,000 **Account #:** HG482

Oneida County Dept. Funding Recommendation: Funding for this work order will be paid thru CWSRF funds and tracked via Capital Project HG482.

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding will be paid thru CWSRF funds administered thru the New York State Environmental Facilities Corporation.

Cost Per Client Served: \$0.58

Past Performance Data: GHD continues to do an excellent job managing this arduous task.

O.C. Department Staff Comments: The NYSDEC consent order has many reporting requirements attached to it. Managing the funding through NYSEFC also has considerable time and effort associated with it.



**WORK ORDER 30
AMENDMENT No. 9**

PROGRAM ADMINISTRATION – FY 2022

I. PROJECT UNDERSTANDING

The purpose of this ninth Amendment to Work Order 30 (this “Work Order Amendment”), made between GHD Consulting Services Inc. (the “Consultant”) and the County of Oneida (the “County”) is to continue providing Program Administration services through January 31, 2023. Program Administration covers those services related to project management, consent order and regulatory compliance reporting, and funding agency coordination all in support of the SPDES Permit Compliance

II. SCOPE OF SERVICES

A. Task 1 – Program Management

This task provides management of the overall consent order compliance program. It includes general coordination with and periodic progress updates to the Commissioner.

The project team will assist the County in documenting appropriate correspondence with the New York State Department of Environmental Conservation (NYSDEC) relevant to the Project, including preparing letters to address issues affecting this Scope of Services and deliverables.

In addition, project management will include staffing and resource allocation, sub-consultant coordination, project accounting, cost control, and program administration assistance to the Commissioner on an as needed basis. John LaGorga, P.E. and John Story, P.E. from GHD are the overall Program Managers with assistance from Paul Romano, P.E. from O’Brien & Gere Engineers, Inc. n/k/a Ramboll Americas Engineering Solutions, Inc. (Ramboll) for the consent order compliance program.

B. Task 2 – Annual Work Plan

Submission of Annual Work Plans is a requirement of the Consent Order. Annual Work Plans are due January 31st of each year. For this Work Order Amendment, the project team will prepare the Annual Work Plan due January 31, 2023. Note that development of the Annual Work Plan due January 31, 2022 was authorized under existing Work Order 30, Amendment 8.

The Annual Work Plan will be prepared per the requirements of Section D in Schedule A of the new Consent Order. This will generally include a description and schedule of planned sewer rehabilitation and facility upgrades for the upcoming calendar year. Additionally, descriptions of upcoming work relative to engineering investigations and evaluations along with management programs will also be included in the Annual Work Plan.

C. Task 3 – Quarterly Reports

Submission of Quarterly Reports is a requirement of the new Consent Order. Quarterly Reports are required for the quarters ending March 31st, June 30th, September 30th, and December 31st of each year, with reports due 30 days after the end of each quarter. For this Work Order Amendment, the project team will prepare the four (4) quarterly reports for 2022.

The Quarterly Reports will be prepared per the requirements of the Consent Order (December 12, 2011). This will generally include the summarizing of: the status and progress for engineering investigations and evaluations; management programs; approved schedules; assessment of effectiveness of completed rehabilitation; and completed capital improvements projects and facility upgrades. Additionally, the Quarterly Reports will indicate any changes in key County personnel and new flows added to the system (with summary of associated I/I offset) within the Sauquoit Creek Pumping Station basin area.

Flow monitoring results from 2021 and assessments will be documented and summarized in the first quarterly progress report for 2022.

D. Task 4 – NYSEFC Coordination and Reporting

Under this task, the project team will assist the County in coordinating project aspects with NYSEFC. This will include: annual update to the NYSEFC's Intended Use Plan; preparation of project team monthly minority and women-owned business enterprises ("MWBE") reporting; strategizing with NYSEFC regarding additional/future funding opportunities; coordination with NYSEFC regarding general program requirements; periodic cash flow projection updates, and document collection in support of CWSRF financing compliance. The consultant team will support efforts related to new Short and Long Term financings with NYSEFC.

E. Task 5 – Regulatory Coordination

Under this task, the project team will assist the County with regulatory, Consent Order, and SPDES permit items as they relate to overall project compliance.

III. SCHEDULE

The work of this Work Order will commence upon authorization by Oneida County and will continue through January 31, 2022.

IV. COMPENSATION

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, mileage.). The Compensation for the Scope of Services is estimated at \$64,000 as outlined in Section II is shown on Table 1. There is approximately \$55,000 remaining from past amendments that will be used for Year 2022 Services in addition to the \$64,000 authorization.

- b. Payments for the work will be due monthly based on statements submitted by the GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 30, Amendment No. 9 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

VI. NEW YORK CLEAN WATER STATE REVOLVING FUND CONTRACTING REQUIREMENTS

GHD Consulting Services Inc. and all subconsultants will comply with the applicable provisions of the "Required Contract Language" as defined in the NY State Revolving Fund Mandatory State Revolving Fund Terms and Conditions (effective date November 1, 2021), as prepared by the New York State Environmental Facilities Corporation. These requirements are incorporated into this Work Order herein as Attachment B.

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

Consultant
GHD CONSULTING SERVICES INC.

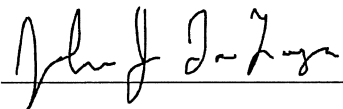
Client
COUNTY OF ONEIDA

By: John LaGorga, PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: 

Signature: _____

Date: 11/23/2021

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

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

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

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

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

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

**2.0 O'BRIEN AND GERE ENGINEERS, INC.
N/K/A RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. (RAMBOLL)**

2.1 Hourly Rates

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

Labor Category	Hourly Rate
Project Officer	\$229.00
Program Manager	\$198.00
Project Manager 2/SME	\$198.00
Project Manager 1	\$187.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$167.00
Architect/Engineer/Scientist 3	\$135.00
Architect/Engineer/Scientist 2	\$117.00
Architect/Engineer/Scientist 1	\$88.00
Assistant Project Manager	\$117.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Engineering Technician 1	\$75.00
Plant Operations Manager 1	\$180.00
Wastewater Operator -NYSDEC Class 4A	\$125.00
Wastewater Operator - NYSDEC Class 3A	\$117.00
Resident Project Representative 2	\$112.00
Intern	\$45.00
Construction Management Asst. 3	\$60.00
Technical Typist	\$69.00

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

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

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

ATTACHMENT B



**Environmental
Facilities Corporation**

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President & CEO

Mandatory State Revolving Fund Terms and Conditions

**for Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund**

Effective November 1, 2021

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924 F: (518) 402-7456
www.efc.ny.gov

REQUIRED CONTRACT LANGUAGE

Recipient to Identify Contract Type:

■ Construction

- Treatment Works and Drinking Water Projects
- Non-Treatment Works

■ Non-Construction

Contents

REQUIRED CONTRACT LANGUAGE.....	2
COMMONLY USED TERMS	3
SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN	3
I. General Provisions	4
II. Equal Employment Opportunities (EEO).....	4
III. Business Participation Opportunities for MWBEs	6
A. Contract Goals	6
B. MWBE Utilization Plan.....	6
C. Requests for Waiver	7
D. Monthly MWBE Contractor Compliance Report (“Monthly MWBE Report”).....	7
E. Liquidated Damages - MWBE Participation	7
SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES	8
SECTION 3 AMERICAN IRON AND STEEL (AIS) REQUIREMENT	8
SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS	9
SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT	14
SECTION 6 RESTRICTIONS ON LOBBYING.....	15

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

“Contract” means an agreement between a Recipient and a Contractor.

“Contractor” means all bidders, prime contractors, Service Providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

“Service Provider” means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

“Subcontract” means an agreement between a Contractor and a Subcontractor.

“Subcontractor” means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

“Recipient” means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part.

“State” means the State of New York.

“Treatment Works” is defined in Clean Water Act (CWA) Section 212.

“Nonpoint Source Projects” and **“Green Infrastructure Projects”** are defined in CWA Section 319.

“Estuary Management Program Project” is defined in CWA Section 320.

I. SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

For purposes of this section:

“Non-Construction” shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

“Contracts Meeting Article 15-A Thresholds” shall mean Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- (a) Non-Construction Contracts greater than \$25,000;
- (b) Non-Construction Contracts, that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- (c) Construction Contracts greater than \$100,000; and,
- (d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of:

- (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts;
- (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises (“MWBE”) participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Disregard this section if it does not apply to this Contract or Subcontract.

II. General Provisions

- A. Contractors and Subcontractors are required to comply with the following provisions:
1. 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 (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.
 2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
 4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
 5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.
 7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.
- C. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.
- D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

III. Equal Employment Opportunities (EEO)

Applicable to all Contracts and Subcontracts unless otherwise noted

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The 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.

- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. A copy of the EEO notice ("EEO Poster") can be found at:
<https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf> .

The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

Applicable to all construction Contracts

- E. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Applicable to construction Contracts greater than \$10,000

- F. The Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. Affirmative action goals for minorities and women by geographic region can be found here:
<https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf> .

G. Required EEO Forms

Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

IV. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation based on the current availability of qualified MBEs and WBEs.

Program	MWBE Contract Goal*
CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 20% Drinking Water project 20%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.
5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it 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 Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.
2. The 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 section.

3. The 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, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient 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.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women’s Business Development (“ESD”) pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

V. SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp> .

Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

VI. SECTION 3 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund (“CWSRF”) or the Drinking Water State Revolving Fund (“DWSRF”) financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (“EFC”) through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

VII. SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor's website, <https://beta.sam.gov/> .

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

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

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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

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

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

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

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

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

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

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

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

4. Apprentices and trainees.

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

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does

not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

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

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

10. Certification of eligibility.

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

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

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

For Contracts in Excess of \$100,000:

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

VIII. SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractor have not been debarred from or deemed ineligible for Government Contracts or federally assisted construction Contracts pursuant to Executive Order 11246.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

IX. SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of \$100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

January 4, 2022 | 1:45 pm

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

[FIND PROVIDER >](#)

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: GHD CONSULTING SERVICES INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTION OF LAW: -
DATE OF INITIAL DOS FILING: 08/11/1933
EFFECTIVE DATE INITIAL FILING: 08/11/1933
FOREIGN FORMATION DATE:
COUNTY: Onondaga
JURISDICTION: New York, United States

DOS ID: 45457
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: Active
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 08/31/2023
NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: c/o UNITED AGENT GROUP INC.

Address: 600 MAMARONECK AVENUE, #400, HARRISON, NY, United States, 10528

Chief Executive Officer's Name and Address

Name: HOWARD LAFEVER

Address: 1 REMINGTON PARK DRIVE, CAZENOVIA, NY, United States, 13035

Principal Executive Office Address

Address: 5788 WIDEWATERS PARKWAY, SYRACUSE, NY, United States, 13214

Registered Agent Name and Address

Name: UNITED AGENT GROUP INC.

Address: 600 MAMARONECK AVENUE, #400, HARRISON, NY, 10528

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share
PAR VALUE	102,000	\$1.00



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

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

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

December 16, 2021

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

FN 20 22-075

Re: Work Order #35, Amendment 4
Flow Monitoring Program Support Services – FY 2022
GHD Consulting Services, Inc.

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente:

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

The purpose of this Work Order is to provide continued engineering and related technical services in support of the established Flow Monitoring Program for FY2022. The flow meter procurement, installation, set up and engineering support were previously funded by Economic Development Assistance Program (EDAP) grant #3505 obtained by the County from the State of New York. Analysis of the data obtained from this system, which includes identification of areas of the municipal collection systems with excessive inflow/infiltration, is not part of the grant funding so this activity must be supported by another means. The flow monitoring program is a required element of the Consent Order R620060823-67 between NYSDEC and Oneida County.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be approved with an estimated cost of \$64,000. Funding has been allocated in the Department's 2022 operating budget.

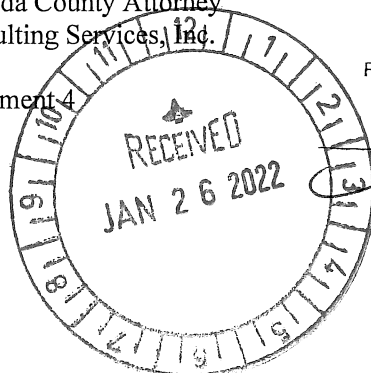
I would appreciate consideration of this work order by you and the Board of Legislators at your earliest convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

Karl E. Schrantz, P.E.
Commissioner

Cc: Robert Pronteau – Assistant Oneida County Attorney
John Lagorga, P.E. – GHD Consulting Services, Inc.

Attachments: Work Order #35, Amendment 4
Contract Summary Sheet



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

Anthony J. Picente, Jr.
County Executive

Date 1-26-22

Competing Proposal X
Only Respondent
Sole Source RFP
Other

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services, Inc.
5788 Widewaters Parkway
Syracuse, NY 13214

Title of Activity or Service: Work Order #35, Amendment 4
Program Administration-FY2022

Proposed Dates of Operation: FY2022

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

Summary Statements

- 1) Narrative Description of Proposed Services: The purpose of this Work Order is to provide continued engineering and related technical services in support of the established Flow Monitoring Program for FY2022.
- 2) Program/Service Objectives and Outcomes: Do analysis and provide support for the Flow Monitoring Program for FY2022 as necessary.
- 3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with oversight from WQ&WPC

Total Funding Requested: \$64,000 **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: Funding for this work order will be provided by the Department 2022 operating budget as it is a district-wide service.

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding for this work order will be provided by the Department 2022 operating budget as it is a district-wide service.

Cost Per Client Served: \$0.58

Past Performance Data: GHD has been providing technical support with respect to review and analysis of the District's flow meter data.

O.C. Department Staff Comments: The flow meter procurement, installation, set up and engineering support were funded by Economic Development Assistance Program (EDAP) grant #3505 obtained by the County from the State of New York. Analysis of the data obtained from this system is not part of the grant funding so this analysis is supported through the Department's Operating Budget.



**WORK ORDER 35
AMENDMENT NO. 4**

**FLOW MONITORING PROGRAM – FY 2022
ENGINEERING SUPPORT SERVICES**

I. PROJECT UNDERSTANDING

The purpose of this Work Order is to provide continued engineering and related technical services in support of Oneida County's (County) Flow Monitoring Program within the Oneida County Sewer District (District). The District's Flow Monitoring Program was initially funded through an Economic Development Assistance Program (EDAP) grant (grant #3505) obtained by the County from the State of New York. The grant funded the initial capital costs related to the implementation of a sanitary sewer flow monitoring program within portions of the District, including the procurement and installation of flow monitoring equipment, and engineering services in support of these activities. The flow monitoring program is a required element of the Consent Order (No. R620060823-67) between NYSDEC and Oneida County due to sanitary sewer overflows (SSO) at the Sauquoit Creek Pumping Station (SCPS).

Continued implementation and coordination of the County's Flow Monitoring Program is a critical element in the County's Consent Order Compliance Program, as data obtained from flow monitoring can be used to evaluate sewer system rehabilitation, aid in the execution of Water Pollution Control Plant and SCPS upgrades and assist municipal and County staff in assessing operational and maintenance needs.

II. SCOPE OF SERVICES

A. Task 1: Project Management

Project management will include staffing and resource allocation, cost control, and administrative assistance to the Commissioner on an as needed basis, GHD Consulting Services Inc. (GHD), will lead this effort with assistance from O'Brien & Gere Engineers, Inc., n/k/a Ramboll Americas Engineering Solutions, Inc. (Ramboll).

B. Task 2 Program Support

This task includes the work needed to assist the County in the implementation of the Flow Monitoring Program.

This task includes:

1. Coordination with the flow service provider (ADS) regarding flow meter and rain gauge locations, and the effectiveness of equipment at installed locations.
2. Assist ADS with identifying new flow monitor and rain gauge locations, as needed to overcome operational, communications, maintenance, or other issues.
3. GIS mapping assistance to ADS regarding flow meter and rain gauge locations
4. Coordination with ADS and the County regarding the set up and maintenance of web-based data hosting services.
5. Flow meter and rain gauge trouble shooting coordination with ADS.

C. Task 3 Data Review and Analysis

1. Periodic review of web-based data in response to requests from the County, municipalities, or in response to extreme weather events for the purpose of identifying potential inflow sources.
2. Evaluating sewer response to rain events to compare pre-construction and post-construction flows. Metrics that will be used include percentage of rainwater entering the sewer (R-Value), peaking factors based on dry weather flows, the rate that wet weather flows are recorded in the sewer system (Q vs I), and groundwater infiltration rates. An attempt will be made to identify a control basin to normalize wet weather responses over time and control for antecedent conditions.
3. Ranking subbasins based on severity of I/I. Recommendations will be made on where the County and municipalities should focus on I/I removal efforts.
4. Review and approve ADS invoices for technical services provided under the Flow Monitoring Program

CI. SCHEDULE

The work associated with Work Order 35 Amendment No. 4 will continue through December 31, 2022.

CII. COMPENSATION

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, etc.). The Compensation for the Scope of Services as outlined in Section II is estimated at \$64,000, as shown on Table 1.
- b. Payments for the work will be due monthly based on statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

CIII. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 35, Amendment No. 4 – Flow Monitoring Program Engineering Support Services, under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

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

Consultant
GHD CONSULTING SERVICES INC.

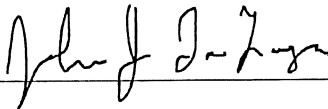
Client
COUNTY OF ONEIDA

By: John LaGorga, PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: 

Signature: _____

Date: 12/07/2021

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

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

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

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

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

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

2.0 **O'BRIEN AND GERE ENGINEERS, INC.
N/K/A RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. (RAMBOLL)**

2.1 **Hourly Rates**

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

Labor Category	Hourly Rate
Project Officer	\$229.00
Program Manager	\$198.00
Project Manager 2/SME	\$198.00
Project Manager 1	\$187.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$167.00
Architect/Engineer/Scientist 3	\$135.00
Architect/Engineer/Scientist 2	\$117.00
Architect/Engineer/Scientist 1	\$88.00
Assistant Project Manager	\$117.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Engineering Technician 1	\$75.00
Plant Operations Manager 1	\$180.00
Wastewater Operator -NYSDEC Class 4A	\$125.00
Wastewater Operator - NYSDEC Class 3A	\$117.00
Resident Project Representative 2	\$112.00
Intern	\$45.00
Construction Management Asst. 3	\$60.00
Technical Typist	\$69.00

2.2 **Non-salary expenses and outside services attributable to the Project**

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

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

**Fee Estimate
Work Order 35.4**

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Total Hrs	Billing Rate 2022	Total Cost	Subtotal	
Ramboll																
Senior Officer												0	\$229.00	\$0.00		
Project Manager 1 Flow Monitoring	8											16	\$163.00	\$2,608.00		
Engineer 3		8										0	\$135.00	\$0.00		
Engineer/Scientist 2												0	\$106.00	\$0.00		
Engineer/Scientist 1												0	\$88.00	\$0.00		
Engineering Technician 3		46										46	\$106.00	\$4,876.00		
Engineering Technician 2												0	\$97.00	\$0.00		
Intern												0	\$45.00	\$0.00		
Administrative Assistant												0	\$79.00	\$0.00		
Technical Typist												0	\$69.00	\$0.00	\$7,484.00	
GHD Consulting Services, Inc.																
VP/Technical Advisor												0	\$239.00	\$0.00		
Senior Associate												0	\$225.00	\$0.00		
Associate		40	80									120	\$190.00	\$22,800.00		
Senior Project Manager												0	\$167.00	\$0.00		
Senior Engineer												0	\$160.00	\$0.00		
Project Manager	8		24									32	\$160.00	\$5,120.00		
Project Engineer III												0	\$155.00	\$0.00		
Project Engineer II			160									160	\$122.00	\$21,600.00		
Project Engineer I												0	\$115.00	\$0.00		
Engineer/Scientist II												0	\$101.00	\$0.00		
Engineer/Scientist I			40									40	\$110.00	\$4,400.00		
Designer												0	\$96.00	\$0.00		
Junior Drafter			14									14	\$74.00	\$1,036.00		
Secretarial/Word Processing												0	\$122.00	\$0.00		
Subtotal Labor	\$2,584.00	\$13,780.00	\$46,076.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	428			\$62,440.00	
Direct Expenses																
Travel	\$0.00	\$0.00	\$519.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0		\$519.80		
Reproduction/Plotting	\$0.00	\$0.00	\$83.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0		\$83.20		
Office Expenses	\$0.00	\$0.00	\$947.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0		\$947.00		
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0		\$0.00		
Subtotal Disbursements	\$0.00	\$0.00	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0			\$1,560.00	
PROJECT TOTAL	\$2,584.00	\$13,780.00	\$47,636.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$64,000.00	
															ESTIMATED COMPENSATION	\$64,000.00

January 4, 2022 | 1:45 pm

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

[FIND PROVIDER >](#)

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: GHD CONSULTING SERVICES INC.

DOS ID: 45457

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: -

ENTITY STATUS: Active

DATE OF INITIAL DOS FILING: 08/11/1933

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 08/11/1933

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: Onondaga

NEXT STATEMENT DUE DATE: 08/31/2023

JURISDICTION: New York, United States

NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: c/o UNITED AGENT GROUP INC.

Address: 600 MAMARONECK AVENUE, #400, HARRISON, NY, United States, 10528

Chief Executive Officer's Name and Address

Name: HOWARD LAFEVER

Address: 1 REMINGTON PARK DRIVE, CAZENOVIA, NY, United States, 13035

Principal Executive Office Address

Address: 5788 WIDEWATERS PARKWAY, SYRACUSE, NY, United States, 13214

Registered Agent Name and Address

Name: UNITED AGENT GROUP INC.

Address: 600 MAMARONECK AVENUE, #400, HARRISON, NY, 10528

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share
PAR VALUE	102,000	\$1.00



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

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

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

December 16, 2021

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

FN 20 22-076

PUBLIC WORKS

Re: Work Order #38, Amendment 3
Operations Support and Training Services FY2022
GHD Consulting Services, Inc.

WAYS & MEANS

Dear County Executive Picente:

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

This work order was developed to provide continuing wastewater operator training, technical operator support, and process control assistance for employees at the facility so they can understand and operate this new equipment and understand the new processes being implemented. Specifically, this proposal includes activities such as; operational support during new process start-up; actual class-room style training; hands-on operations training; technical assistance; remote SCADA monitoring support and process control strategy recommendations.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be approved with an estimated cost of \$191,600. Funding has been allocated in the Department's 2022 operating budget.

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

Sincerely,

Karl E. Schrantz, P.E.
Commissioner



cc: Robert Pronteau – Assistant Oneida County Attorney
John Lagorga, P.E. – GHD Consulting Services, Inc.

Attachments: Work Order #38, Amendment 3
Contract Summary Sheet

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

Anthony J. Picente, Jr.
County Executive

Date 1-26-22

Competing Proposal X
Only Respondent
Sole Source RFP
Other

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services, Inc.
5788 Widewaters Parkway
Syracuse, NY 13214

Title of Activity or Service: Work Order #38-Amendment 3
Operations Support and Training Services

Proposed Dates of Operation: FY2022

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

Summary Statements

- 1) Narrative Description of Proposed Services: This work order was developed to provide wastewater operator training, technical operator support, and process control assistance for employees at the facility so they can understand and operate new equipment. Specifically, this proposal includes the activities with providing actual class-room style training, hands-on operations training, technical assistance, and remote SCADA monitoring support for FY2022.
- 2) Program/Service Objectives and Outcomes: Train the employees of the Oneida County Water Pollution Control Plant in the operation of new facilities being constructed at the plant.
- 3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC.

Total Funding Requested: \$191,600 **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: Funding for this work order has been included in the 2022 department operating budget.

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding for this project will be from the department operating budget.

Cost Per Client Served: \$1.74

Past Performance Data: This is a continuation of a previous work order.

O.C. Department Staff Comments: Training for employees on the new equipment and technology that will be employed at the plant is essential to the success of its operation.



WORK ORDER 38 AMENDMENT No. 3

OPERATIONS SUPPORT AND TRAINING SERVICES – FY 2022

I. PROJECT UNDERSTANDING

The purpose of this second Amendment to Work Order 38 (this “Work Order Amendment”), made b and between GHD Consulting Services, Inc. (the “Consultant”) and the County of Oneida (the “County”) is to continue providing wastewater operator training, technical operator support, and process control assistance at the County’s facility. The County is progressing the construction of major upgrades to its wastewater facilities. This includes a complete upgrade to its headworks and primary treatment and planned future upgrades to the secondary treatment system. The upgrades involve a significant upgrade in process technology, the addition of a facility-wide SCADA system, and the introduction of anaerobic digestion with energy recovery as a new treatment process.

Specifically, this Work Order Amendment includes providing actual classroom style training, hands-on operations training, technical assistance, remote SCADA monitoring support during the operator training period, and process control strategy recommendations. This Work Order Amendment is based on the Consultant’s discussions with the County, experience as NYWEA trainers, Phase I Management Study conclusions and recommendations, review of the designed process and technology upgrades currently under construction, and demonstrated experience with operational process startup and onsite operations support/hands-on training of facility personnel.

This Work Order Amendment will be managed by Ramboll. Classroom style training (if requested by the County) will be conducted by Frank DeOrio (NYSDEC Class 4A WW Operator), a NYWEA trainers for wastewater operators, with assistance from John Saraceni (NYSDEC Class 4A WW Operator). Technical assistance during the classroom training will be provided as needed by the Consultant: Ramboll and the Brown and Caldwell design team. The onsite plant operations support will be led by John Saraceni.

To facilitate review, this Work Order Amendment has been divided into three sections: Scope of Services, Schedule, and Fees.

II. SCOPE OF SERVICES

A. Task 1 – On-site Operations Support

Hands-on, in the plant support and troubleshooting assistance will also occur during this time, where Ramboll experienced and skilled licensed wastewater operators who participated in the starting up and operator training will work side by side with Oneida County operations staff with the purpose of monitoring the operation of new process equipment and to continue mentoring the County Operations staff. For budget purposes, we have estimated that a Ramboll wastewater operator will be on-site 4 days/week. A Grade 4A Operator will be provided with 24/7 remote access to the plant SCADA system in order to consult with County

personnel during off-hours should a situation arise requiring guidance. On-site Ramboll staff will be on-site in decreasing frequency (4, 3, 2 days/week) until Oneida County operations staff are confident with the operation of the new systems. Ramboll operators and trainers will consult with GHD, Brown and Caldwell, and Ramboll Process Engineers and SCADA designers as needed.

This proposed support does not relieve Oneida County and their wastewater operations staff from their duties and responsibilities such as:

- Staffing; including sufficient staffing to perform daily functions necessary to operate the WPCP.
- Discharge Monitoring Report (DMR) preparation, signature and distribution
- Management of the County's Industrial Pretreatment Program
- Procurement

B. Task 2 –Technical Operator Support and Process Control Assistance – Remote

If, during the year of daily hands-on training/monitoring, Ramboll wastewater operations staff are not scheduled to be on-site that day, they will be available by phone to support your operations staff. This will allow your operators to reach out to our Operations Support Staff who will have SCADA access and have the ability to review the current daily/weekly process performance and provide strategies for better control and performance. Ramboll has found this to be very beneficial in getting operators comfortable with their decision process in managing their new treatment facilities. It allows them access to experienced people with whom they can “lean on” until they feel confident enough to make their own decisions on process control.

III. SCHEDULE

The work of this Work Order will commence upon authorization by Oneida County and will continue through December 31, 2022, unless the project budget has been consumed prior to that date.

IV. COMPENSATION

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, mileage.). The Compensation for the Scope of Services is estimated at \$191,600.00 as outlined in Section II is shown on Table 1.
- b. Payments for the work will be due monthly based on statements submitted by the GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

V. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 38 under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

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

Consultant
GHD CONSULTING SERVICES INC.

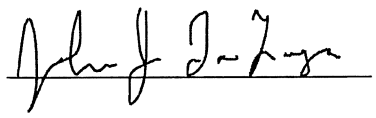
Client
COUNTY OF ONEIDA

By: John J. LaGorga PE

By: Anthony J. Picente Jr.

Title: Project Director

Title: County Executive

Signature: 

Signature: _____

Date: 12/07/2021

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 GHD CONSULTING SERVICES, INC.

1.1 Hourly Rates

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

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

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

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

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

**2.0 O'BRIEN AND GERE ENGINEERS, INC.
N/K/A RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. (RAMBOLL)**

2.1 Hourly Rates

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

Labor Category	Hourly Rate
Project Officer	\$229.00
Program Manager	\$198.00
Project Manager 2/SME	\$198.00
Project Manager 1	\$187.00
Construction Project Manager 2	\$183.00
Construction Project Manager 1	\$167.00
Architect/Engineer/Scientist 3	\$135.00
Architect/Engineer/Scientist 2	\$117.00
Architect/Engineer/Scientist 1	\$88.00
Assistant Project Manager	\$117.00
Engineering Technician 3	\$106.00
Engineering Technician 2	\$97.00
Engineering Technician 1	\$75.00
Plant Operations Manager 1	\$180.00
Wastewater Operator -NYSDEC Class 4A	\$128.00
Wastewater Operator - NYSDEC Class 3A	\$117.00
Resident Project Representative 2	\$112.00
Intern	\$45.00
Construction Management Asst. 3	\$60.00
Technical Typist	\$69.00

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

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

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

3.0 BROWN AND CALDWELL ASSOCIATES

3.1 Hourly Rates

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

Labor Category	Hourly Rate
Principal/Vice President	\$237.00
Supervising Engineer	\$187.00
Principal Engineer	\$179.00
Engineer I	\$105.00

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

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

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

Fee Estimate
Work Order 38-3

TABLE 1

Description	Task 1b	Task 2	Task 4	Task 5	Task 6	Task 7	Task 8	Total Hrs	Billing Rate 2020	Total Cost	Subtotals
	Operations Support (On-site)	Operations Support (Remote)									
Ramboll											
(f/k/a O'Brien & Gere Engineers Inc.)											
Project Officer	4	8						0	\$229.00	\$0.00	
SME/Technical Manager								12	\$197.00	\$2,364.00	
Project Manager 1								0	\$187.00	\$0.00	
Engineer/Scientist 3								0	\$135.00	\$0.00	
Engineer/Scientist 2								0	\$117.00	\$0.00	
WW Operations Manager 1	32	40						72	\$180.00	\$12,960.00	
WW Operator 4A	1040	80						1120	\$128.00	\$143,360.00	
WW Operator 3A	0							0	\$117.00	\$0.00	
Intern								0	\$45.00	\$0.00	
Administrative Assistant								0	\$77.00	\$0.00	
Technical Typist	8	4						12	\$70.00	\$840.00	
										\$159,524.00	
GHD Consulting Services, Inc											
Principal/Vice President								0	\$239.00	\$0.00	
Associate								0	\$190.00	\$0.00	
Senior Project Manager								0	\$167.00	\$0.00	
Project Manager	30							30	\$160.00	\$4,800.00	
										\$4,800.00	
Brown and Caldwell											
Principal/Vice President								0	\$237.00	\$0.00	
Supervising Engineer								0	\$187.00	\$0.00	
Principal Engineer	28							28	\$179.00	\$5,012.00	
Engineer 1								0	\$105.00	\$0.00	
										\$5,012.00	
Subtotal Labor	\$150,040.00	\$19,296.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1274			\$169,336.00
Direct Expenses											
Travel	\$20,592.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$20,592.00	
Reproduction/Plotting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Office Expenses	\$1,672.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,672.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Subtotal Disbursements	\$22,264.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$22,264.00
PROJECT TOTAL	\$172,304.00	\$19,296.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$191,600.00
											ESTIMATED COMPENSATION
											\$191,600.00

January 4, 2022 | 1:45 pm

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

[FIND PROVIDER >](#)

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: GHD CONSULTING SERVICES INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTION OF LAW: -
DATE OF INITIAL DOS FILING: 08/11/1933
EFFECTIVE DATE INITIAL FILING: 08/11/1933
FOREIGN FORMATION DATE:
COUNTY: Onondaga
JURISDICTION: New York, United States

DOS ID: 45457
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: Active
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 08/31/2023
NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: c/o UNITED AGENT GROUP INC.

Address: 600 MAMARONECK AVENUE, #400, HARRISON, NY, United States, 10528

Chief Executive Officer's Name and Address

Name: HOWARD LAFEVER

Address: 1 REMINGTON PARK DRIVE, CAZENOVIA, NY, United States, 13035

Principal Executive Office Address

Address: 5788 WIDEWATERS PARKWAY, SYRACUSE, NY, United States, 13214

Registered Agent Name and Address

Name: UNITED AGENT GROUP INC.

Address: 600 MAMARONECK AVENUE, #400, HARRISON, NY, 10528

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share
PAR VALUE	102,000	\$1.00

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

February 3, 2022

FN 20 22-077

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear County Executive Picente:

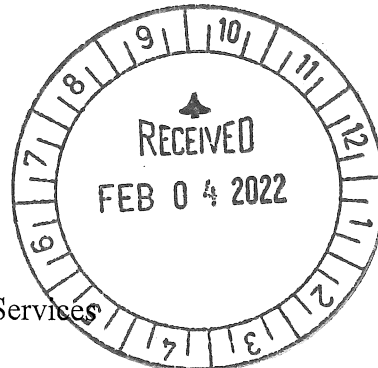
Attached for your review and approval is correspondence from Colleen Fahy-Box, Commissioner of Social Services, requesting the addition of the title Intake Processing Specialist to the Oneida County Classification Plan. Also attached is the job specification for the title that outlines the responsibilities and duties for this position.

The Commissioner of Social Services has expressed a need for this title to support the work of Social Welfare Examiners and to potentially shorten the timeframe for training to be successful in a Social Welfare Examiner position after promotion from this new title. I recommend that the salary for Intake Processing Specialist be set at Grade 17W, Step 2, starting at \$28,678. I am not requesting creation of any additional positions, as they were included in the 2022 budget.

If you concur, please forward this letter to the Board of Legislators and ask that they set the salary for the title of Intake Processing Specialist at Grade 17W, Step 2, starting at \$28,678.

Very truly yours,

Amanda L. Cortese-Kolasz
Commissioner of Personnel



Enclosures (2)

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 Legislators by

Anthony J. Picente, Jr.
County Executive

Date 2-3-22

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COMMISSIONERS OFFICE
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5733 ~ FAX: 315-798-5218**

February 2, 2022

Amanda L. Cortese-Kolasz
Commissioner of Personnel
Oneida County Personnel Department
800 Park Avenue
Utica New York 13501

RE: Intake Processing Specialist


Dear Commissioner Cortese-Kolasz:

I respectfully request that the position of Intake Processing Specialist be approved as a title in the Department of Social Services, as part of the Social Welfare Examiner series, at a Grade 17W.

In 2021, the Personnel Department assisted my office to create a new title, Intake Processing Specialist, to manage the Central Intake areas for the Department of Social Services. Currently, the reception areas are staffed by clerical level employees with limited training of the DSS programs and/or functions, community resources, or client eligibility. The lack of more specified training and knowledge of the various DSS programs, as well as eligibility criteria and program specific information, impedes the intake processing, application progression, and delays timely determinations of case openings and/or expedited response on emergency cases. This position is designed to provide better assessments at the initial intake. Intake Processing Specialist will receive training specific to DSS programs, community based resources, programs and services, customer service, and screening processes, to more efficiently identify the needs of the person presenting and refer them to the appropriate department or service in a timely manner. The Intake Specialist would also be able to assist the Social Welfare Examiners to complete case processing related duties, clerical staff are unable to do, because of the additional training regarding DSS eligibility and program specific knowledge.

This position will support the Social Welfare Examiner title and also serve as a strategy for recruitment, as experience in this position would qualify employees for potential advancement to the Social Welfare Examiner (SWE) position. It would also provide a base of training and knowledge that could be built on, if promoted to SWE, and shorten the training time currently required to be successful in these positions. The SWE is a critical position within DSS and one that currently is experiencing significant issues in recruitment and retention.

I appreciate your assistance in this matter and am available if you have any questions.

Sincerely,

Colleen Fahy-Box,
Commissioner

Jurisdictional Class: Competitive
EEO Category: Administrative Support
Adopted: 09/24/2021
Approved by NYS OTDA: XX/XX/XXXX

INTAKE PROCESSING SPECIALIST

DISTINGUISHING FEATURES OF THE CLASS: This position involves assisting in the identification of need and eligibility for the various programs administered by a local social services district. The incumbent in this position performs routine clerical and basic office-related tasks, as well as provides information and referral services to the public, including screening potential applicants for county related services to promote efficiency and accountability in client management. There is considerable contact with the general public. Work is done under direct observation and review by an immediate supervisor. Supervision is not a function of this class. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Greets the general public and assesses presented needs for further assistance;
Makes calls and returns calls to clients to explain program eligibility requirements and availability;
Prepares, processes and maintains a variety of records, inventories, reports, registers and other office-related materials;
Operates various office equipment such as computers, copiers, fax machines, and the internal queue system;
Assists public with procedures, resolving problems, and obtaining necessary information to access a County service or program;
Sorts, copies, and files a variety of information;
Answers telephone, takes messages, makes appointments and places outgoing calls;
Makes arithmetical computations;
Opens, sorts, distributes, wraps, stamps and posts letters, packages and printed matter;
Complies and maintains files, statistics and other information for reports;
Enters and retrieves client and case based information from a computer terminal;
May type letters, reports, requisitions and statistical data;
May verify information received on various forms, logs, files, etc;
May pick up and deliver interoffice material;
May order office supplies and materials;
May assist Social Welfare Examiners with determining program eligibility;
May review case files and make calls on behalf of Social Welfare Examiners;
May review applications to assist Social Welfare Examiners with program application processing.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Working knowledge of county government structure and processes, and DFCS program eligibility requirements and availability; Working knowledge of modern office practices, procedures and equipment; working knowledge of windows-based computer software; Strong interpersonal skills; Ability to make arithmetical computations rapidly and accurately; Ability to communicate effectively orally and in written form; to understand and carry out oral and written instructions; Ability to locate documents in computer files and to keep accurate records; Ability to establish and maintain good working relationships with others; Ability to maintain confidentiality; Tact and courtesy.

continued...

INTAKE PROCESSING SPECIALIST

MINIMUM QUALIFICATION: Either:

- (A) Graduation from high school or possession of high school equivalency diploma;
OR
- (B) Two (2) years of clerical experience.

NOTE: Verifiable part-time and/or volunteer experience will be pro-rated toward meeting full-time experience requirements

Adopted: 09/24/2021

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

November 22, 2021

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

FN 20 22 - 078

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Agreement with Melissa Maine, LCSW-R; proposed template (contract 153941)

Dear Mr. Picente:

I am submitting a Purchase of Services Agreement for review between Melissa Maine, LCSW-R, and Oneida County through its Department of Family and Community Services for Qualified Individual (QI) services to conduct Qualified Residential Treatment Placement (QRTP) assessments as required by the Family First Prevention Services Act (FFPSA).


Under FFPSA a QI must assess a child to determine the appropriateness of a placement in a QRTP prior to a child's placement in a QRTP or within thirty (30) days of the start of a placement in a QRTP. The QI determines the most effective and appropriate level of care for the child in the least restrictive setting. The cost per assessment is currently \$2,200.00, but we expect it to increase as the market becomes more competitive for this service.

Additionally, the Department requests that this agreement be approved for use as a template for all contractors for this service as multiple providers will be required to meet the demand. Agreements with all providers for this service will be for a maximum of five years terminating on September 30, 2026, and that the total cost for this service, including all providers, is estimated to be \$850,000 for the five year term.

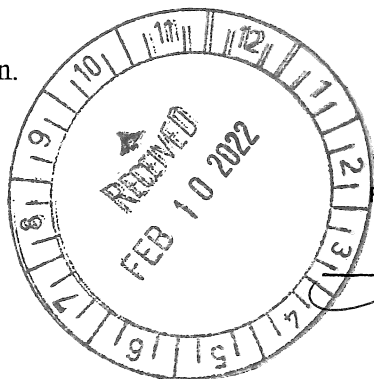
This agreement will be totally funded (100 %) through the New York State Office of Children and Family Services as will the agreements entered into pursuant to the Family First Prevention Services Act using this template.

Thank you for your consideration.

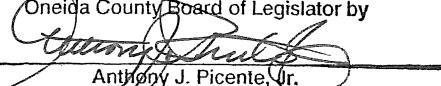
Sincerely,


Colleen Fahy-Box
Commissioner

CFB/mk



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


Anthony J. Picente, Jr.
County Executive

Date 2-10-22

55600

Oneida Co. Department Family & Community Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Other X

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Melissa Maine, LCSW-R
5318 Valley Mills Road
Munnsville, NY 13409

Title of Activity or Services: Qualified Individual (QI)

Proposed Dates of Operations: October 1, 2021 through September 30, 2026

Client Population/Number to be Served: Children in foster care who have been placed in a Qualified Residential Treatment Program (QRTP).

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The QI will assess the child to determine the appropriateness of a placement in a QRTP. The assessment must determine whether the child's needs can be met with family members, in a foster family home, or if the child's needs meet the criteria for a setting specified in 42 USC §472(k)(4) and SSL §409-h(1)(c), including a QRTP level of care. Such assessment may be completed prior to a child's placement in a QRTP but must be completed within thirty (30) days of the start of a placement in a QRTP. The QI must interview the family and the child to obtain or clarify any information needed to complete functional assessments and formulate child-specific, short-term, and long-term mental and behavioral health goals. The QI will determine the most effective and appropriate level of care for the child in the least restrictive setting, including whether consistent with the short-term and long-term goals for the child, as specified in the child's permanency plan.

2). Program/Service Objectives and Outcomes

3). Program Design and Staffing Level

Total Funding Requested:

Oneida County Dept. Funding Recommendation: Account #: A6070.49548

Mandated or Non-mandated: Mandated Service

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

Federal	38.39% - \$
State	34.43% - \$
County	27.18% - \$

Cost Per Client Served:

- \$2,200: Payment shall be issued at a rate of Two Thousand Two Hundred Dollars (\$2,200) per assessment, inclusive of expenses and mileage.

Past Performance Served: The QI must have a minimum of two (2) years of child welfare experience. To satisfy the requirement of two (2) years of experience in the child welfare field, QIs must have worked for, or under contract with, a child welfare program in their professional capacity as a licensed clinician for a minimum of two (2) years within the last fifteen (15) years. Child welfare programs include, but are not limited to, a local department of social services (LDSS), a voluntary authorized agency, a residential agency serving children or families, a community-based provider, and/or other entity that addresses child safety as it pertains to abuse and neglect and provides or coordinates services for children and families to address challenges such as substance abuse, mental health, and domestic violence.

O.C. Department Staff Comments:

#55600

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 13501, through its Department of Family and Community Services (hereinafter called the “Department,” the Department and Oneida County shall collectively be called the “County”), and Melissa Maine, a Licensed Clinical Social Worker, LCSW-R, having its principal place of business at 5318 Valley Mills Road, Munnsville, New York 13409 (hereinafter called the “Contractor”). All parties to the Agreement shall collectively be known as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to the Family First Prevention Services Act (FFPSA) [P.L. 115-123], an independent assessment of a child in foster care placed in a Qualified Residential Treatment Program (QRTP) is required to make determinations, including, but not limited to, whether the placement in the QRTP is appropriate; and

WHEREAS, the assessment must be completed within 30 days of placement of the child in the QRTP; and

WHEREAS, each assessment must utilize a federally approved functional assessment tool that is age appropriate and evidence based; and

WHEREAS, the standards for the timing, process, content of the assessment, and the qualifications for who may conduct the assessment are set forth in federal and New York State statute, regulation, and policy.

NOW, THEREFORE, THE COUNTY 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). **QUALIFIED INDIVIDUAL (QI)**: means a trained professional or licensed clinician acting within their scope of practice who must have current or previous relevant experience in the child welfare field and who must conduct the assessment required for a child in accordance with Social Services Law (SSL) §409-h. Such individual may not be an employee of the Office of Children and Family Services (OCFS), and such person may not have a direct role in case management or case planning decision-making authority for the child for whom such assessment is being conducted in accordance with 42 USC §§672 and 675a and the New York State (NYS) approved Title IV-E State Plan.

(2). QUALIFIED RESIDENTIAL TREATMENT PROGRAM (QRTP): means a non-foster family residential program in accordance with 42 USC §§672 and 675a and the NYS approved Title IV-E state plan, and that meets OCFS regulations, and which is certified by OCFS to operate as a QRTP.

(3). AGE-APPROPRIATE, EVIDENCE-BASED, VALIDATED ASSESSMENT TOOL: means an instrument that has been deemed to be evidence-based, has been rigorously evaluated in experimental evaluations, such as randomized controlled trials (RCT), and shown to make a positive, statistically significant difference in important outcomes. An instrument that has been validated means that the instrument measures what it is designed to measure. “Age-appropriate” is a developmental concept whereby certain activities are deemed appropriate to a child’s “stage” or level of development. The Child and Adolescent Needs and Strengths (CANS) and the Child and Adolescent Service Intensity Instrument (CASII) have been determined by OCFS and federally approved to be age-appropriate, evidence-based, validated instruments to serve the intended purpose of the 30-day assessment by the QI.

(4). FAMILY AND PERMANENCY TEAM: means all appropriate family members, relatives, and fictive kin of the child, as well as, as appropriate, professionals who are a resource of the family for the child, including, but not limited to, the attorney for the child or the attorney for the parent, if applicable, teachers, medical or mental health providers who have treated the child, or clergy. In the case of a child who has attained the age of 14, the family and permanency team shall include the members of the permanency planning team for the child in accordance with 42 USC §675 and the NYS approved title IV-E State Plan and SSL §409-h.

SECTION II. SCOPE OF SERVICES

(1). Effective September 29, 2021, the QI must assess a child to determine the appropriateness of a placement in a QRTP. The assessment must determine whether the child’s needs can be met with family members, in a foster family home and/or if the child’s needs meet the criteria for a setting specified in 42 USC §472(k)(4) and SSL §409-h(1)(c), including a QRTP level of care.

(2). Such assessment may be completed prior to a child’s placement in a QRTP but must be completed within thirty (30) days of the start of a placement in a QRTP of a child in the care and custody or the custody and guardianship of the local department of social services (LDSS or OCFS). Failure to adhere to the required time frame could result in termination of the Agreement.

(3). The QI must utilize an age-appropriate, evidence-based, validated functional assessment tool approved by the federal government for such purpose. In NYS, the approved tools are the CANS and the CASII.

(4). The QI must conduct interviews with the family and the child to obtain or clarify any information needed to complete functional assessments and formulate child-specific, short-term, and long-term mental and behavioral health goals.

(5). The QI must make a determination of the most effective and appropriate level of care for the child in the least restrictive setting, including whether consistent with the short-term and long-term

goals for the child, as specified in the child's permanency plan, the needs of the child can be met with family members or through placement in a family-based setting, *or in either* a QRTP, a supervised setting, as defined in SSL §371(22), a setting providing residential care and supports for sexually exploited youth (EMPOWER), or a setting specializing in providing prenatal, post-partum or parenting (PPP) supports for youth.

(6). The QI must complete the assessment in collaboration with the LDSS, QRTP, and family and permanency team to gather information to formulate the final determination.

(7). The QI must document: 1) the reasons why the child's needs cannot be met by the parents or a kinship caregiver in their home or in a non-relative foster family home setting; 2) which congregate residential setting would provide the most effective and appropriate level of care for the child in the least restrictive environment and be consistent with the short-term and long-term goals specified in the permanency plan; 3) the reasons why the recommended placement in a QRTP is the setting that will provide the most effective and appropriate level of care for the child in the least restrictive environment; 4) how that placement is consistent with the short-term and long-term mental and behavioral health goals as specified in the permanency plan; and 5) provide a written report with its recommendation within thirty (30) days of the child's placement in a QRTP.

(8). The QI must utilize all tools developed and approved by OCFS, adhering to all required components in compliance with and in satisfaction of FFPSA assessment requirements.

(9). The QI (or their designee) must promptly, but no later than five (5) days following the completion of the assessment, provide the assessment, determination and documentation to the court, the parent or guardian of the child, the attorney for the child, and the attorney for the parent, if applicable.

(10). The QI must provide a written summary detailing the assessment findings to the LDSS or OCFS with care and custody or custody of the child and with the parties to the proceeding. Confidential information must be redacted from the summary as necessary to conform with applicable federal and state confidentiality standards. [SSL §409-h(2)].

(11). The QI must develop a list of child-specific short-term and long-term mental and behavioral health goals.

(12). The parties agree that the system of record for the recording of the activities addressed in the Agreement is CONNECTIONS.

(13). It is mutually agreed between the Department and the Contractor that the Contractor will perform the duties and obligations of a QI in conformance with the terms and conditions of this Agreement and federal and NYS laws and regulations, including, but not limited to, 42 USC §§672 and 675a; SSL §409-h, 18 NYCRR 428.3 and OCFS regulations and with the policies of OCFS.

SECTION III. QUALIFICATIONS

(1). The QI must have a professional clinical license, in accordance with 14 NYCRR 823.6

and/or a social work license in accordance with section 7704 of NYS Education Law AND at least two (2) years of experience in child welfare.

- Acceptable professional licenses include physician, psychiatrist, psychologist, nurse practitioner, psychoanalyst, registered nurse, clinical social worker, marriage and family therapist, mental health counselor, master social worker, licensed creative arts therapist, within their scope of practice.

(2). The QI must have a minimum of two (2) years of child welfare experience. To satisfy the requirement of two (2) years of experience in the child welfare field, QIs must have worked for, or under contract with, a child welfare program in their professional capacity as a licensed clinician for a minimum of two (2) years within the last fifteen (15) years. Child welfare programs include, but are not limited to, a LDSS, a voluntary authorized agency, a residential agency serving children or families, a community-based provider, and/or other entity that addresses child safety as it pertains to abuse and neglect and provides or coordinates services for children and families to address challenges such as substance abuse, mental health, and domestic violence.

(3). The QI must successfully complete all training requirements up to and including certification for either the CASII or the CANS prior to provision of the service and provide verification of such, and all OCFS required training.

(4). The QI may not be employed by or with the QRTP where the child is referred. The QI may not have a direct role in case management or case planning decision-making authority for the child in question. OCFS regulations define case planning to include the ability to authorize and coordinate the provision of services (see 18 NYCRR 428.2). While the QI may evaluate and make recommendations regarding services for children in foster care in New York State, the QI may not authorize or coordinate the direct provisions of any services. However, the QI may conduct case assessment activities, which are required in the context of case planning as per 42 USC §671(a)(16).

SECTION IV. TERM OF AGREEMENT

(1). The term of this Agreement shall be October 1, 2021 through September 30, 2026.

(2). The parties hereto are under no obligation to renew this Agreement after the expiration of the term set forth herein or any renewal thereof. Either party should give notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.

SECTION V. REIMBURSEMENT

(1). The Contractor agrees that payment by the County is contingent upon the Contractor submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory completion of the Contractor's performance and setting forth the payment to be made.

(2). The County agrees to pay the Contractor within thirty (30) days of receipt of a claim form as submitted in accordance with paragraph V(1) of this Agreement.

(3). Payment shall be issued at the rate established by the County Commissioner of Social Services for the period during which the services were performed. The County shall notify the Consultant of any change in the established rate thirty (30) days prior to any change taking effect. Such notice to the Contractor shall be in writing and added as an attachment to this Agreement and treated as if fully incorporated herein.

~~(4). The current rate has been established at a rate of Two Thousand Two Hundred Dollars (\$2,200) per assessment, inclusive of expenses and mileage. The anticipated total cost of this Agreement is \$xxxx. The anticipated total cost of this Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed.~~

SECTION VI. BOOKS, RECORDS, AND DOCUMENTS

(1). All case-specific information received and developed by the Contractor for the purpose of this Agreement is confidential and must be maintained in a manner consistent with applicable federal and NYS confidentiality statutes and regulations, including, but not limited to, 42 USC §671(a)(8), SSL §§372 and 422, Public Health Law (PHL) §2782, and 18 NYCRR Parts 357, 423, 428, 431, and 466.

(2). The records of individuals served by the Contractor under the terms of this Agreement must be made available to the Department and OCFS upon request, in a form, manner, and time required by the Department or OCFS.

(3). The Contractor agrees to retain all books, records, and other documents relevant to the Contractor's Agreement for six (6) years after the Contractor receives final payment for the services to which they relate, during which time authorized county, state, and/or federal auditors and other duly authorized representatives will be provided full access to and the right to examine the same.

SECTION VII. TERMINATION OF AGREEMENT

(1). The Agreement may be terminated by the mutual written agreement of the contracting parties.

(2). The Agreement may be terminated by the Department for cause, upon the failure by the Contractor to comply with the terms and conditions of this Agreement. The Department will give the Contractor written notice specifying the Contractor's failure.

(3). In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the Contractor has failed, at any time, to comply with any applicable 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 local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Contractor fails to secure a new such license, approval or certification during the term of this Agreement, if required.

(4). Notice of termination will be given in writing specifying the reasons for termination and the

effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the Contractor. The Contractor agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than 30 days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate, effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

(5). Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another Contractor of all children covered by this Agreement then serviced by the Contractor.

SECTION VIII. 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 attached hereto and made a part hereof.

SECTION IX. PERFORMANCE OF SERVICES

(1). This Agreement shall not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the County.

(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 shall keep such required documents in full force and effect during the term of this Agreement, or any extension, and shall comply within the required time to secure any new license so required.

(4). The Contractor represents that the Contractor is duly licensed 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 location, 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 and/or partners as 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 any and 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 X. INDEPENDENT CONTRACTOR STATUS

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

(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’s Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

(4). The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

(5). 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.

(6). 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.

(7). 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, 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.

(8). 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 XI. 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 XII. 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

#55600

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 Employers 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 XIII. 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 XIV. ADVICE OF COUNSEL

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

SECTION XV. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendices 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.

The rest of this page intentionally left blank.

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

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

Date: 2/3/22

Oneida County Department of Social Services: _____

Colleen Fahy-Box
Colleen Fahy-Box, Commissioner

Date: 1/26/2022

Individual Contractor: _____

Melissa M. Mainé, LCSW-R
Melissa Mainé

APPENDIX A
NEW YORK STATE CONDITIONS

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

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

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

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

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

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

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

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

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

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

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

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

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

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

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

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

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

APPENDIXB

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES CONTRACTS

PERSONNEL

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

NOTICES

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

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

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

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

OFFICE SERVICES

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

REPORTS AND DELIVERABLES

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

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

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

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

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

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

PUBLICATIONS AND COPYRIGHTS

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

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

PATENTS AND INVENTIONS

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

TERMINATION

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

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

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

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

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

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

contracting to provide services funded by any federal money.

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

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

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

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

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

Private Contractor
NAME OF CONTRACTED AGENCY

Melissa M. Maine, LCSW-R
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Melissa M. Maine, LCSW-R 1/26/2022
SIGNATURE DATE

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, the undersigned, an employee of Melissa M. Maine, LCSW-R, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: Melissa M. Maine, LCSW-R

Signature: Melissa M. Maine, LCSW-R

Title: Private Contractor

Date: 1/26/2022

Witness: Jenny Trumbull

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

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

January 10, 2022

FN 20 22-079

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

HEALTH & HUMAN SERVICES

Re: Agreement with GTL, Inc. d/b/a Link to Life (138144)

WAYS & MEANS

Dear Mr. Picente:

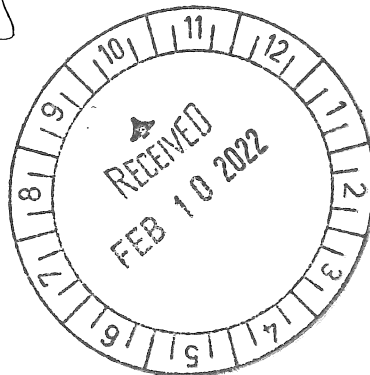
I am submitting a renewal of an agreement between GTL, Inc. d/b/a Link to Life and the Department of Family and Community Services for your review,

This Agreement will provide for the rental of Personal Emergency Response Systems (PERS) to supplement in-home services by eligible clients of the Expanded In-Home Services for the Elderly Program (EISEP). The cost of this Agreement is \$86,000.00, which consists of 75% State (\$64,500.00) and 25% County (\$21,500) funding. This agreement commences on April 1, 2021 and terminates on March 31, 2022.

If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

Sincerely,

Michael J. Romano
Deputy Commissioner



MJR/md

Enclosure

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

Anthony J. Picente, Jr.
County Executive
Date 2-10-22

Oneida Co. Department: _____

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

GTL Inc. d/b/a Link to Life
27475 Meadowbrook Road
Novi, Michigan 48377-3532

Title of Activity or Service:

Personal Emergency Response System (PERS)

Proposed Dates of Operation:

April 1, 2021 through March 31, 2022

Client Population/Number to be Served: Approximately 300 clients

Summary Statements:

1) Narrative Description of Proposed Services

To provide, for rental, Personal Emergency Response Systems (PERS) which allow senior citizens the ability to stay safe and independent in their own home.

2) Program/Service Objectives and Outcomes:

PERS systems are to be used as ancillary to in-home services by eligible clients of the Expanded In-Home Services for the Elderly Program (EISEP).

3) Program Design and Staffing

N/A

Total Funding Requested:

\$ 86,000.00

Account #: A6774.495.99

Oneida County Dept. Funding Recommendation: \$86,000.00

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

Federal: 0% (\$0)

State: 75% (\$64,500.00)

County: 25% (\$21,500.00)

Cost Per Client Served:

\$14.00 – Rental per month for Landline Device

\$23.00 – Rental per month for Cellular Device

\$5.00 – Additional fee per Spouse

\$6.00 – Additional fee for Fall Detection Device

\$0.00 – Installation Fee

Past Performance Data: GTL, Inc d/b/a Link to Life has been providing Personal Emergency Response System to Office for the Aging since 2019.

O.C. Department Staff Comments: This is the third year that GTL, Inc d/b/a Link to Life will be providing services for all Emergency Response Systems used by the Office of the Aging and Continuing Care.

SECOND AMENDMENT

THIS SECOND AMENDMENT is 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, by and through its Office for the Aging and Continuing Care, with offices at 120 Airline Street, Suite 201, Oriskany, New York, herein collectively referred to as the “County,” and GTL, Incorporated, d/b/a Link to Life, a domestic business corporation organized and existing under the laws of the State of New York, having its principal office located at 27475 Meadowbrook Road, Novi, Michigan, hereinafter referred to as the “Contractor.” All parties to the Agreement shall collectively be known as the “Parties.”

WITNESSETH

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides Personal Emergency Response System (PERS) services to Oneida County residents, hereinafter referred to as the “Original Agreement” (County contract number 80759), a copy of which is attached hereto as Exhibit “A.” The Original Agreement is in effect from April 1, 2019 through March 31, 2021; and

WHEREAS, since its execution, the parties have amended the Original Agreement, a copy of that amendment (County contract number 92100) is attached hereto as Exhibit “B”; and

WHEREAS, the Parties are desirous of entering into a Second Amendment to the Original Agreement regarding the following provisions,

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

1. Paragraph 4D of the Original Agreement (as amended) shall be replaced with the following language:

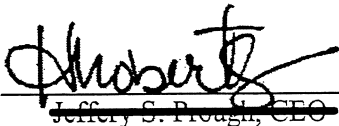
The total reimbursement paid by the County to the Contractor for Services provided under this Agreement shall not exceed one hundred seventy seven thousand sixty dollars (\$177,060.00).

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

(THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK)

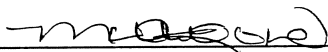
IN WITNESS WHEREOF, the County and the Contractor have signed this First Amendment on the day and year written below.

GTL, Inc. d/b/a Link to Life

By: 
~~Jeffery S. Prough, CEO~~
Heather Robertson, Admin/Compliance Manager

09/02/2020
Date

Office for the Aging

By: 
Michael J. Romano, Director

2/4/20
Date

County of Oneida

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

Date

By: _____
Kimberly A. Kolch, Asst. County Attorney

Date

AGREEMENT

This Agreement, made by and between **GTL, INCORPORATED dba LINK TO LIFE**, a domestic business corporation organized and existing under the laws of the State of New York, with the principal executive office located at 27475 Meadowbrook Road, Novi, MI 48377, hereinafter referred to as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York with its offices located at 800 Park Avenue, Utica, NY 13501, by and through its **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter collectively referred to as the "**COUNTY**," the **CONTRACTOR** and the **COUNTY** shall collectively be called the "**Parties**."

WITNESSETH:

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

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

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

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

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

1. **TERM OF AGREEMENT**

A. The terms and conditions of this Agreement shall commence April 1, 2019 and terminate March 31, 2021.

B. The COUNTY may, in its sole discretion, renew this Agreement for an additional two (2) one-year terms. Nothing herein shall be construed to indicate that the COUNTY is bound to renew this Agreement with the CONTRACTOR, and the COUNTY reserves the right to seek the same or similar services from third parties.

2. SCOPE OF SERVICES

A. The CONTRACTOR shall provide Personal Emergency Response System (PERS) items to be used as ancillary equipment as an in-home service provided to eligible clients of the Expanded In-home Services for the Elderly Program (EISEP) and the Caregiver Support III-E Program.

B. The CONTRACTOR shall test each unit monthly, maintain records of such tests, and provide required conformation documentation as proof of successful client contact and equipment function for each client billed for along with a monthly voucher.

C. The authorization for said services will be made solely by the Office for the Aging's Director or designee.

3. PERFORMANCE OF SERVICES

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

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

C. The CONTRACTOR acknowledges and agrees that CONTRACTOR and its Assistants have no authority to enter into contracts that bind the COUNTY or create

obligations on the part of the COUNTY without the prior written authorization of the COUNTY.

4. REIMBURSEMENT FOR SERVICES

A. The COUNTY shall reimburse the CONTRACTOR pursuant to the following schedule of fees:

- i. \$14.00 per month per landline unit for monitoring and rental of PERS equipment;
- ii. \$23.00 per month per cellular unit for monitoring and rental of PERS equipment;
- iii. \$6.00 per month per client for an automatic fall detection device; and
- iv. \$5.00 per month for an automatic fall detection device for a client's spouse.

B. The CONTRACTOR shall also provide PERS services to Oneida County residents who wish to privately pay. The CONTRACTOR shall honor the above fee schedule for private pay clients but may charge a one-time initial fee of \$50.00 for the cost of installation.

C. The obligations of the Parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the COUNTY shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the COUNTY shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to termination and in no event will the COUNTY be responsible for any actual or consequential damages as a result of termination.

C. The COUNTY shall reimburse the CONTRACTOR in twelve (12) monthly vouchers as specified in the Oneida County Office for the Aging 2019-2020 Voucher Instructions for Units of Services Contracts which is attached as Appendix C.

D. The total reimbursement for services provided under this Agreement shall not exceed Sixty Six Thousand Dollars (\$66,000.00).

5. TRAINING

A. The CONTRACTOR and its Assistants shall not be required to attend or undergo any training by the COUNTY, other than those trainings mandated by the federal, state or local law and regulations necessary to perform the services described herein. Except for those trainings mandated by federal, state or local law or regulations necessary to perform the services described herein, the CONTRACTOR shall be fully responsible for its own training

necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the CONTRACTOR and its Assistants to the COUNTY shall be that of Independent Contractors. The CONTRACTOR 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 they will neither hold themselves out as, nor claim to be, an officer or employee of the COUNTY by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY.

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

C. The CONTRACTOR and its Assistants shall not be eligible for compensation from the COUNTY due to illness; absence due to normal vacation; or absence due to attendance at school or special training or a professional convention or meeting.

D. The CONTRACTOR acknowledges and agrees that 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 CONTRACTOR'S form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The COUNTY shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA).

The CONTRACTOR shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

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

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

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

7. SUBCONTRACTS

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

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

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

8. NON ASSIGNMENT CLAUSE

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the COUNTY.

9. STANDARD ASSURANCES

1 8

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

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

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

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

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

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

10. NYSOFA TERMS AND CONDITIONS

A. The CONTRACTOR agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and

Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

- i. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
- ii. Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- iii. Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- iv. Older Americans Act (42 U.S.C. 3001, et seq.)
- v. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (85 FR 50121)
- vi. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11975 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
- vii. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
- viii. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.).
- ix. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
- x. Elder Law

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

C. The CONTRACTOR shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The CONTRACTOR shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

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

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

11. GRIEVANCE PROCEDURES

The CONTRACTOR shall implement the COUNTY'S grievance procedures as required by the NYSOFA. The written procedures are attached in APPENDIX B.

12. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging 2019-2020 Voucher Instructions for Units of Services Contracts, attached hereto as APPENDIX C.

C. The CONTRACTOR shall report to the COUNTY any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a COUNTY grant supported activity, or earned as a result of the COUNTY grant agreement

during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

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

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

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

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

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

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

13. INDEMNIFICATION

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

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

C. The CONTRACTOR shall be solely responsible for all physical injuries or death to its Assistants or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its Assistants, and shall hold harmless and indemnify the COUNTY

from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the CONTRACTOR, or its Assistants. The CONTRACTOR shall be solely responsible for the safety and protection of all of its Assistants whether due to the negligence, fault or default of the CONTRACTOR or not.

14. INSURANCE COVERAGE REQUIREMENTS

A. As part of its obligation to indemnify, defend and hold harmless the COUNTY, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the CONTRACTOR shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

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

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

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

E. Commercial General Liability Insurance (CGL): The CONTRACTOR shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such

insurance shall not be less than Two Million Dollars (\$2,000,000.00) annual aggregate. The CONTRACTOR shall have Oneida County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

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

2) Coverage for sexual abuse and/or misconduct shall be included.

F. Business Automobile Liability: The CONTRACTOR shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00). Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The CONTRACTOR shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The CONTRACTOR shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Umbrella/Excess Liability insurance in an amount not less than Ten Million Dollars (\$10,000,000.00) per occurrence and such insurance shall not be less than Ten Million Dollars (\$10,000,000.00) annual aggregate. The CONTRACTOR shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

H. Professional Liability Insurance: The CONTRACTOR shall, during the term of this Agreement, maintain a professional liability policy and shall provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

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

will insure against all claims under New York State Workers' Compensation Law at statutory New York limits.

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

K. Reimbursement to the CONTRACTOR may be suspended in the event the CONTRACTOR and its sub-contractors, if any, fail to provide the required insurance documentation in a timely manner.

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

15. REPORTING REQUIREMENTS

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

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

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

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

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

16. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the COUNTY shall coordinate referrals.

B. The CONTRACTOR and the COUNTY shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

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

17. AGREEMENT CANCELLATION

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

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

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

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

18. ENTIRE AGREEMENT

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

B. Oral statements and understandings are not valid or binding and this Agreement shall not be changed or modified except by a writing signed by all Parties.

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

19. INCORPORATION BY REFERENCE

All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

20. STANDARD ADDENDUM

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

21. CHOICE OF LAW/FORUM

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

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

22. SUCCESSORS AND ASSIGNS

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

23. NON WAIVER

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

24. SEVERABILITY

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

25. AUTHORITY TO ACT/SIGN

The CONTRACTOR hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by CONTRACTOR of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the CONTRACTOR; no other action on the part of the CONTRACTOR or any other person or entity, whether

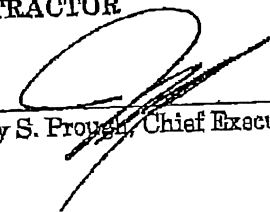
pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the CONTRACTOR to enter into this Agreement, or to consummate the transactions contemplated herein.

26. ADVICE OF COUNSEL

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

IN WITNESS THEREOF, the Parties have here unto set their hand on the date respectively stated.

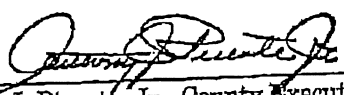
CONTRACTOR



Jeffery S. Proulx, Chief Executive Officer/President

5/8/2019
Date


COUNTY OF ONEIDA



Anthony J. Picente, Jr., County Executive

7-18-19
Date


OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director

5/24/19
Date

Approved:



Maryangela Scalzo, Esq., Assistant County Attorney

July 15, 2019
Date

APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 8001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal opportunity Provisions of the Workforce investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):

APPENDIX B

Oneida County Office for the Aging Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Un-satisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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

APPENDIX C

Oneida County Office for the Aging
2019-2020
Voucher Instructions
For Units of Services Contracts

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

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

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

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 46-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
 - ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
 - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
 - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

- a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
 - b. OMB Circular A-95 (Clearinghouse Review)
 - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
 - d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
 - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
 - f. OMB Circular A-128 (Audits of State and Local Governments)
 - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 87 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
- 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
- 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
- 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
- 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
- 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
- 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
- 31) Legal Assistance Standards (94-PI-52 [12/29/94])
- 32) Weatherization Referral and Packaging Program (WRAP) Handbook
- 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
- 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
- 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
- 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

9. Changes To The Budget (including personnel):
✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:
✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Ferritano, Accounting Supervisor

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

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

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

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

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

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

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

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

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the

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

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

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

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

8 2 3

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.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

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

October 7, 2021

FN 20 22-088

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Agreement with Cindy Chan Phillips, MS, MBA, RD (#150971)

Dear Mr. Picente:

I am submitting an amendment between the Oneida County Office for the Aging and Continuing Care, and Cindy Chan Phillips, MS, MBA, RD., for your review and approval.

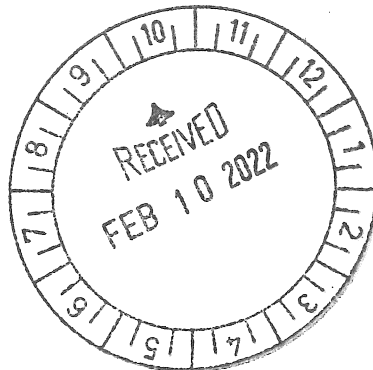
We are amending the reimbursement under the original agreement to reflect an increase in funding from New York State. The total amount of the contract has been increased to \$54,600.00, with a corresponding increase in the hourly rate to \$75.00. The original agreement was in effect from October 1, 2020 to September 30, 2021.

If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

Sincerely,

Michael J. Romano
Deputy Commissioner

MJR/md
Enc.



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

Anthony J. Picente, Jr.
County Executive

Date 2-10-22

Oneida Co. Department: OFA/OCC

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Cindy Chan Phillips, MS, MBA, RD
102 Danberry Circle,
New Hartford, New York 13413

Title of Activity or Service: SHINE Program - Amendment

Proposed Dates of Operation: October 1, 2020 through September 30, 2021

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services

Conduct SHINE program to congregate meal sites, senior centers, senior housing, and other potential sites.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

N/A

Total Funding Requested: \$ 54,600.00 **Account #:** A6773.195

Oneida County Dept. Funding Recommendation: \$54,600.00

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

Federal: % (\$) State: % (\$) County: % (\$)

Shine Program: (\$54,600.00)

Cost Per Client Served: N/A

Past Performance Data: This is the first year the County has contracted with Cindy Chan Phillips, MS, MBA, RD., for these services.

O.C. Department Staff Comments:

AMENDMENT

THIS AMENDMENT is 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, 13501 by and through its Office for the Aging and Continuing Care (“OFA”) of its Department of Family and Community Services, with offices at 120 Airline Street, Suite 201, Oriskany, New York 13424 (referred to as the “County”) and Cindy Chan Phillips, MS, MBA, RD, a sole proprietor with an address of 102 Danberry Circle, New Hartford, New York 13413 (herein referred to as the “Consultant”).

WITNESSETH

WHEREAS, the County and the Provider Agency entered into an agreement whereby the Consultant provides services to Oneida County residents, hereinafter referred to as the “Original Agreement”, (County contract number 122661), a copy of which is attached hereto as Exhibit “A.” The Original Agreement was in effect from October 1, 2020 through September 30, 2021, and

WHEREAS, since the execution of the Original Agreement, OFA received additional funding from New York State Office for the Aging (NYSOFA) for this and similar agreements;

WHEREAS, the parties desirous of entering into a First Amendment the Original Agreement regarding the following provisions,

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

1. Subsections A and B of section IV. Reimbursement of Services of the Original Agreement shall be amended to read as follows:
 - A. The County shall reimburse the Consultant at an hourly rate of seventy-five dollars (\$75.00) per hour.
 - B. The total amount of this contract shall not exceed fifty four thousand six hundred dollars and no cents (\$54,600.00).
2. All other terms of the Original Agreement remain in effect without change or alteration.

(THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK)

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

CONSULTANT


Cindy Chan Phillips, MS, MBA, RD


2/2/2022
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date

Kimberly A. Kolch
Assistant County Attorney



Michael J. Romano
Deputy Commissioner
Oneida County DFCS

2/4/22

Date

AGREEMENT

THIS AGREEMENT entered into by and between Cindy Chan Phillips, MS, MBA, RD, a sole proprietor with an address of 102 Danberry Circle, New Hartford, New York 13413, hereinafter known as "the Consultant", and Oneida County, a municipal corporation existing and organized under the laws of the State of New York with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services (DFCS), through its Office for the Aging and Continuing Care (OFA), located at 120 Airline Street, Suite 201, Oriskany, New York, 13424, hereinafter collectively known as "the County", all parties to the Agreement shall collectively be known as the "Parties."

WITNESSETH:

WHEREAS, it is in the best interest of the County to enter into an agreement with the Consultant to implement the County's Seniors' Health Improvement and Nutrition Education (SHINE) program by serving low-income older adults in Oneida, Madison, and Chenango counties through an education program that promotes nutrition education and obesity prevention interventions; and

WHEREAS, the Consultant is qualified to provide such services in Oneida County, New York State; and

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

NOW, THEREFORE, the Parties hereto, in consideration of the covenants herein contained, do hereby agree as follows:

I. TERM OF AGREEMENT

- A. This Agreement shall commence October 1, 2020 and terminate on September 30, 2021.
- B. The County and the Consultant may negotiate renewals to this Agreement. Nothing herein shall be construed to indicate that the County is bound to renew this Agreement with the Consultant.

II. SCOPE OF SERVICES

A. The Consultant shall provide services to implement the SHINE program, not exceeding fourteen (14) hours per week. Her duties shall include, but not be limited to the following (hereinafter, the "Services"):

1. Targeting individuals who are eligible for the Supplemental Nutrition Assistance Program.
2. Conducting the SHINE program at congregate meal sites, senior centers, senior housing, and other similar sites.
3. Implementing direct education using
 - a. Evidence-based community workshops
 - b. The Eat Healthy-Be Active curriculum, as designed by the New York State Office for the Aging (NYSOFA)
 - c. Ten concurrent four-week nutrition education workshops at sites within the three counties, as determined by the County's dietician
 - i. Workshops should last one hour and include activities
 - ii. Reinforcement items of healthy snacks or educational materials purchased by the County may be distributed.

III. PERFORMANCE OF SERVICES

A. The Consultant represents that she is duly licensed and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the Services. The Consultant shall use her best efforts to perform the Services such that the results are satisfactory to the County. The Consultant 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 Consultant may, at her own expense, employ or engage the services of such employees as she deems necessary to assist in performing the Services.

1. The Consultant's employees are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the employees with any salary or benefits. The Consultant shall be solely responsible and shall remain liable for the performance of her employees in a manner satisfactory to the County, in compliance with any and all applicable federal, state or local laws and regulations. The Consultant shall expressly advise her employees of the terms of this Agreement.

2. The Consultant acknowledges and agrees that the Consultant and her employees have no authority to enter into agreements that bind the County or create obligations on the part of the County without the prior written authorization of the County.

C. The Consultant shall inform the County within twenty-four (24) hours if she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The Consultant maintains the right to decline to accept an assignment at any time. The County maintains the right to enter into agreements with other individuals or entities to perform the same services.

IV. REIMBURSEMENT OF SERVICES

A. The County shall reimburse the Consultant at an hourly rate of sixty-five dollars (\$65.00) per hour.

B. The total amount of this contract shall not exceed Forty-Seven Thousand Three Hundred Twenty Dollars (\$47,320.00).

C. The County shall not be liable for any late fees or any interest on late payments.

V. INDEPENDENT CONTRACTOR STATUS

A. The relationship of the Consultant to the County shall be that of an Independent Contractor. The Consultant is not an employee of the County for any purpose including, but not limited to, County employee benefits, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits.

B. The Consultant warrants and represents that she is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the public as a regular course of business. The Parties agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make her services available to the public.

C. The Consultant shall not be eligible for compensation from the County due to illness; absence due to normal vacation; or absence due to attendance at school or special training or a professional convention or meeting.

D. The Consultant shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Consultant under this Agreement, and for compliance with all applicable labor and employment requirements with respect to her sole proprietorship, 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 Consultant shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

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

F. The Parties agree that if the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Consultant's Independent Contractor status, both the County and the Consultant shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

G. The Consultant 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.

VI. NON-ASSIGNMENT CLAUSE

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of her right, title, or interest therein, or her power to execute this Agreement, to any other corporation or person without the prior written consent of the County.

VII. SUBCONTRACTS

A. A subcontractor is a person who has an agreement with the Consultant to perform any of the Services.

B. The Consultant shall not engage, contract, or use the services of any independent subcontractor/sub-consultant for performance of this Agreement.

VIII. STANDARD ASSURANCES

A. In her activities under this Agreement, the Consultant shall conform with all applicable federal, state, and local laws, federal and state regulations, and Program Standards and Program Instructions of NYSOFA, including, but not limited to those listed in APPENDIX A.

B. The Consultant agrees that any program, public information materials, or other printed or published materials on the work of or funded by III-C1, III-C2 and WIN, will give due

recognition to the NYSOFA and the OFA. The statement shall be in font that is one of the following: italics, at least two font sizes larger than the rest of the text, bold font, or underlined. (e.g., *"This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Federal Administration for Community Living."*). The Consultant shall forward copies of all materials so produced to the County at the end of each month said materials are produced.

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

D. Limited English Proficiency (LEP) considerations

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

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

E. The Consultant will, to the maximum extent feasible, provide Services to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such Services; and meet specific objectives established by the County, for providing Services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

IX. GRIEVANCE PROCEDURES

The Consultant shall implement the Oneida County's OFA Grievance Procedures as required by the NYSOFA. The written procedures are attached in APPENDIX B.

X. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The Consultant shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County OFA Voucher Instructions, attached as APPENDIX C.

B. The County is responsible for sending monthly donation letters and collecting contributions for all clients who receive County-funded nutrition programs. The Consultant shall report and deduct on her monthly vouchers any contributions she receives directly from, or on behalf of, a County-funded client directly.

C. The Consultant shall report to the County any additional moneys or program income (contributions, donations, etc.). Program income means gross income received by the subcontractor directly generated by a County grant supported activity, or earned as a result of the County grant agreement during the grant period.

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

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

F. The Consultant shall maintain fiscal records for six (6) years and shall make them available for County review upon reasonable notice to the Consultant.

G. The Consultant shall cooperate with the required closeout audit when this Agreement is terminated.

H. The Consultant shall follow closeout procedures administered by the County in accordance with the regulations at 45 C.F.R. 75.381.

XI. INDEMNIFICATION

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

B. The Consultant shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the Services of the Consultant, and from any loss or damage arising,

occurring or resulting from the acts or failure to act or any default or negligence by the Consultant or failure on the part of the Consultant to comply with any of the covenants, terms or conditions of this Agreement.

C. Insurance provisions in this Agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

XII. INSURANCE COVERAGE REQUIREMENTS

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

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

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

b. The County, and all other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Coverage for these additional insureds shall include completed operations.

2. Workers' Compensation and Employer's Liability Insurance. In the event the Consultant engages any employees, leased employees or volunteers, the Consultant shall be required to obtain such coverage.

a. Statutory limits apply.

B. Certificates of Insurance: Prior to the start of any Services, the Consultant 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 Consultant's CGL policy. The Consultant shall provide full policy documents and any other information regarding her insurance coverages upon request of the County. These certificates and the insurance policies required above

shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

C. Waiver of Subrogation: The Consultant 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, Medical Malpractice/Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

D. No Representation of Coverage Adequacy: By requiring insurance, the County does not represent that coverage and limits will be adequate to protect the Consultant. The County reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve the Consultant from, nor may it be construed or considered a waiver of the Consultant's obligation to maintain the required insurance at all times during the performance of this Agreement.

E. Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Agreement by keeping coverage in force using the effective date of this Agreement as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Agreement, and can never be after the effective date of this Agreement. Upon completion or termination of this Agreement, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Agreement.

XIII. REPORTING REQUIREMENTS

A. All client records and files are owned by the County.

B. The County shall, pursuant to the requirements of III-C1, III-C2 and WIN funded programs, comply with the Definition of Services, April 2011, as established by the NYSOFA (96-PI-43).

C. The Consultant shall provide the County with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current

and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

D. The Consultant shall maintain appropriate client records on each III-C1, III-C2 and WIN client who receives services through this program and shall provide client records to the County upon request;

E. The Consultant shall comply with policies ensuring client confidentiality, as established by the County. When information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision, pertinent information shall be shared in accordance with federal and state regulations and statutes.

F. The Consultant shall timely provide the County with required monthly, periodic, and/or special reports.

XIV. COORDINATION REQUIREMENTS

A. The Consultant and the County shall coordinate referrals.

B. The Consultant and the County shall work with older persons, who are not eligible for Services under this Agreement, to obtain needed Services.

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

XV. AGREEMENT CANCELLATION

A. The obligations of the Parties hereunder are conditioned upon the continued availability of federal and county funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate federal and county officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the County shall have the option to terminate this Agreement immediately upon providing written notice to the Consultant by certified mail. In such an event, the County shall be under no further obligation to the Consultant 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 because of termination.

B. The County reserves the right to withhold payment under this Agreement due to the Consultant's failure to properly perform its obligations under this Agreement. The County may withhold payment for, but shall not be limited to, the following reasons:

1. defective Services;
2. third party claims;
3. damage to the County, or

4. failure to carry out the Services in accordance with this Agreement.

C. The Consultant and the County reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

D. The Consultant shall coordinate with the County and other providers to ensure that any break in Service to clients shall not be detrimental to a clients' health or well-being. If available and appropriate, other Services shall be substituted and/or coordinated on the clients' behalf.

E. The County shall not be responsible for any costs incurred by the Consultant prior to the effective date or following the termination date of this Agreement.

XVI. ENTIRE AGREEMENT

The terms of this Agreement, including all 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.

XVII. STANDARD ADDENDUM

The Consultant shall comply with the Standard Oneida County Contract Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

XVIII. CHOICE OF LAW/FORUM

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

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

XIX. SEVERABILITY


If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that this 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.

XX. ADVICE OF COUNSEL

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


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

CONSULTANT


Cindy Chan Phillips, MS, MBA, RD


4/11/21
Date

COUNTY OF ONEIDA


Anthony J. Picente, Jr., County Executive

4-27-21
Date

ONEIDA COUNTY DFCS


Colleen Fahy-Box, Commissioner

4/12/21
Date

Approved:


Kimberly A. Kolch, Assistant County Attorney

4/26/21
Date

APPENDIX A

Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et seq.)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchapter VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
Code of Federal Regulations CFR)
45 CFR 75 (Administration of Grants)
45 CFR 84 (Nondiscrimination on the basis of Handicap)
45 CFR 92 (Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability)
45 CFR 93 (New Restrictions on Lobbying)
45 CFR 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR 1321.61 (b)(4) (Advocacy responsibilities of the area agency)
7 C.F.R. Part 250.68 et seq. (Nutrition Services Incentive Program (NSIP))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Coordination of Federal, State, and Local Programs), also found in 7 CFR § 22.305
OMB Circular A-102 (Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments)
OMB Circular A-110 (Uniform Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Executive Law of New York State
Article 15 (State Human Rights Law)
Article 15A (Minority/Women's Business contract Requirements)
Article 7-A (Solicitation and Collection of Funds for Charitable Purposes)
New York State Executive Orders
Executive Order No. 6, issued February 18, 1983 (Insuring equal employment opportunity for minorities, women, disabled persons and Vietnam era veterans in State government)
Executive Order No. 19, issued May 31, 1983 (Policy Statement on Sexual Harassment in the Workplace)
New York State Office for the Aging Rules and Regulations, NYCRR Title 9, Subchapter Y
9 NYCRR 6651 et seq. (Social and Nutrition Services for the Elderly, EISEP Program Standards)
9 NYCRR 6654.20 (Social Adult Day Care Programs)
New York State Office for the Aging Program Instructions
19-PI-26 (Nutrition Program Standards)
94-PI-52 (Legal Assistance Standards)

APPENDIX B

Oneida County Office for the Aging Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Dissatisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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

APPENDIX C

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

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

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B, III-C1, III-C2, etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

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

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. **Changes To The Budget (including personnel):**

- ✓ Submit a Budget Revision and a justification for the change.

10. **Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

APPENDIX D

STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug- free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
Director, Grants Management Bureau, State Office Building
Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

11. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).
-
-

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
11. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:
Director, Grants Management Bureau, State Office Building
Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 11. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 11. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 111. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - 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 § 64.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 - v11. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - v111. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 11. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 111. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section I09 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 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:

1. Upon all real property owned or leased by the County of Oneida; and

11. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAWS 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



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 22081

January 1, 2021

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH INDIAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Attached in an Agreement between Oneida County through its Health Department (OCHD) and Health Research, Inc. for Public Health Emergency Preparedness Program.

The goal of the Public Health Emergency Preparedness Program is to protect the health of the community from disease outbreaks and natural and man-made disasters. OCHD engages in preparedness activities with County and community partners to identify resources, establish mutual agreements, develop coordinated response plans, conduct drills and exercises, identify and follow up on areas of improvement, train staff and coordinate public and media communications.

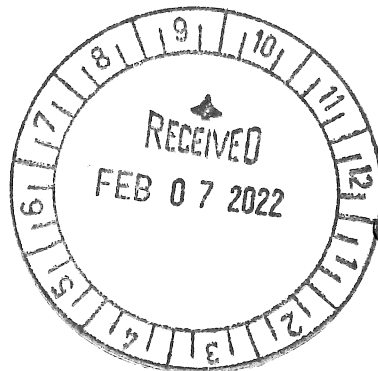
The term of this Agreement shall commence on July 1, 2021 and remain in effect through June 30, 2022. The total Agreement amount is \$1,128,541.00 which consists of a maximum reimbursable amount of \$78,541.00 and up \$1,000,000.00 in restricted funds which may be dispersed to Oneida County from NYS in the event of Public Health Emergency.

This grant supports a program mandated by Public Health Law. The reason this grant is being forwarded for signature after the commencement date is due to delays in receiving the Agreement from the vendor.

If this Agreement meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Daniel W. Gilmore
Daniel W. Gilmore, PhD., MPH
Director of Health



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 2-4-22

Attachments
CM

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 791-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other Grant _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Health Research, Inc.
Riverview Center
150 Broadway, Suite 516
Menands, NY 12204-2719

Title of Activity or Service: Public Health Emergency Preparedness

Proposed Dates of Operation: July 1, 2021 through June 30, 2022

Client Population/Number to be Served: All County residents

Summary Statements

- 1) **Narrative Description of Proposed Services**
Public Health Emergency Preparedness is now a core, mandated public health program.
- 2) **Program/Service Objectives and Outcomes:** Coordinate plans, conduct drills and exercises, identify and follow up on areas for improvement, train staff and coordinate public and media communications, working alongside County and community partners .
- 3) **Program Design and Staffing:** Program funding supplements the county funded Public Health mandated activities and services.

Total Funding Requested: \$78,541.00 Guaranteed **Expense Account:** A4092
(\$1,000,000.00) Restricted **Revenue Account:** A3481

Oneida County Dept. Funding Recommendation: \$78,541.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% Grant reimbursement.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This Agreement guarantees a maximum reimbursement of \$78,541.00 for Public Health Emergency Preparedness Program. In the event of health crisis, New York may provide up to \$1,000,000 of additional funding.

AGREEMENT

This Agreement, made this 23rd day of Sep., 2021 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY, 12204-2893, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County through the Health Department
185 Genesee St.
Utica, NY 13501 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant/contract from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 5NU90TP9220090300, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Public Health Emergency Preparedness Program

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

- "Contract Start Date": 07/01/2021
- "Contract End Date": 06/30/2022
- "Total Contract Amount": \$1,128,541
- "Maximum Reimbursable Amount": \$78,541
- "HRI Project Director": Primeau, Mr. Michael
- "Required Voucher Frequency": Monthly
- "FAIN Number": NU90TP922009
- "HRI Contract Number": 1577-15
- "Catalog of Federal Domestic Assistance Number": 93.069 ("This contract is "Federally" funded.")

Budget Flexibility Percentage: 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

- Exhibit A - "Scope of Work"
- Exhibit B - "Budget"
- Exhibit C - "Reporting/Vouchering Instructions"
- Exhibit D - "Prime Federal Award Information" (if checked) [X]
- Attachment A - "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) [X]
- Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Oneida County through the Health Department
Federal ID: 15-6000460-
DUNS#:075814186

Cheryl A Mattox
Name: Cheryl A. Mattox
Title: Executive Director

Name:
Title:

Exhibit A

New York State Department of Health / Health Research Inc. Public Health Emergency Preparedness

Deliverables July 1, 2021 – June 30, 2022

All deliverables will be communicated electronically and posted on the New York State Department of Health (NYSDOH) Health Commerce System. Recipients will be expected to perform activities in support of the deliverables that are posted annually.

Documents will be entitled as follows:

- BP3 (New) 2021-2022 Public Health Emergency Preparedness Program Local Health Department (LHD) Deliverables

New York State Department Of Health
Health Research, Inc. - Public Health Emergency Preparedness Program
EXHIBIT B
Budget 7/1/21

Contractor : Oneida County Health Department
Contract Period : July 1, 2021 - June 30, 2022
Contract # : 1577-15
HRI Account # : 15-0686-09

See instructions for important information. Be sure to sign and date (see below) and submit this page as a pdf. In addition, submit the entire budget file in Excel.

SUMMARY BUDGET

Budget Categories	Original Budget	Modification	Revised Budget
SALARIES / PERSONNEL	\$ 61,307	\$ -	\$ 61,307
FRINGE BENEFITS	\$ 32,088	\$ -	\$ 32,088
SUPPLIES	\$ 9,323	\$ -	\$ 9,323
TRAVEL	\$ 1,000	\$ -	\$ 1,000
EQUIPMENT		\$ -	\$ -
MISCELLANEOUS	\$ 10,823	\$ -	\$ 10,823
CONTRACTUAL / CONSULTANT	\$ 14,000	\$ -	\$ 14,000
ADMINISTRATIVE COSTS		\$ -	\$ -
SUBTOTAL	\$ 128,541	\$ -	\$ 128,541
RESTRICTED (For NYSDOH use only)	\$ 1,000,000	\$ -	\$ 1,000,000
TOTAL :	\$ 1,128,541	\$ -	\$ 1,128,541

Reason for Proposed Changes (for budget modifications):

Contractor

Authorized Signature: _____

Date: _____

Position Descriptions

Contractor: Oneida County Health Department

Contract Period: July 1, 2021 - June 30, 2022

For each position listed on the summary budget page, provide a description of the duties supported by this contract.

Name: Robin Calandra

Title: Program Analyst

Contract Duties : The incumbent will assist in the coordination of emergency preparedness activities within the Department and with other local community agencies and providers in the development of emergency action plans to address various public health emergencies. The incumbent will assist in the implementation and reporting of grant deliverables and participate in drills and exercises to gauge success in the implementation of various plans, submission of After Action Reports with deficiencies and timeframes for their correction. The incumbent will participate in the preparation and management of grant budget and funds to meet grant deliverables.

Name: Michelle Edic

Title: Data Processing Clerk

Contract Duties : Incumbent performs selected information verifying skills for quality assurance and accuracy. They also process data/information regarding ECLRS, CDESS, and syndromic surveillance. This individual works closely with the Director of Clinical Services and staff of the department's Communicable Disease Program.

Name:

Title:

Contract Duties :

Name:

Title:

Contract Duties :

Name:

Title:

Contract Duties :

Name:

Title:

Contract Duties :

Name:

Title:

Contract Duties :

Name:

Title:

Contract Duties :

Fringe Benefits

Contractor: Oneida County Health Department
Contract Period: July 1, 2021 - June 30, 2022

FRINGE BENEFITS

1. Does your agency have a federally approved fringe benefit rate? Yes
Contractor must attach a copy of federally approved rate agreement. Approved Rate (%) : _____
 No Amount Requested (\$) : _____
Complete 2-7 below.
2. Total salary expense based on most recent audited financial statements: \$ 96,176,655
3. Total fringe benefits expense based on most recent audited financial statements: \$39,325,992
4. Agency Fringe Benefit Rate: (amount from #3 divided by amount from #2) 40.89%
5. Date of most recently audited financial statements: 12/31/19
Attach a copy of financial pages supporting amounts listed in #2 and #3.
6. Requested rate and amount for fringe benefits: Rate Requested (%) : 52.34%
Amount Requested (\$) : \$ 32,088
7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.

The requested rate includes only full-time employees while the rate per audited financials statements include part time employees.

Supplies

Contractor: Oneida County Health Department
Contract Period: July 1, 2021 - June 30, 2022

SUPPLIES : *Provide a justification for all supplies, including a description of how it relates to specific program objectives. Please refer to the Equipment section for guidance on items with a unit cost of \$5,000 or more.*

<u>Item Description</u>	<u>Amount</u>
Office materials and supplies	\$ 4,323
Program Supplies	\$ 5,000

Total Supplies Requested: \$ 9,323

Justification

Office supplies t (e.g. pens, pencils, three hole punchers, pads, post-its, fax/copier paper, notebooks, staples, scotch tape, flip-chart pads, magic markers, folders, binders, report covers, etc.). This includes supplies and electronic devices which will be purchased for partnership/coalition building and emergency planning meetings, presentations, PODS, drills and/or public health emergencies.

Program supplies such as medical supplies for upcoming POD Exercises or actual events, PPE, POD vests, signs, reference books, educational materials and supplies, software, badging equipment, Public Health EOC supplies, POD, Employee Training and Community Engagement supplies as detailed in the justification below. Also to include resources to support collaborative planning and training with Onondaga County Medical Examiner's office for mass fatality support (e.g., body bags, tags, training supplies). COOP planning resources and kit items, vaccine storage coolers. Supply items that do not exceed \$1,000 for supplies such as: mobile printers, speakers, routers, computer hardware, scanners, carts, tables, chairs, cabinets, paper cutters, shredders, and other electronic devices, cell phone and tablet equipment and accessories, badging equipment, etc. Supply items will be used to support public health Continuity of Operations (COOP), POD operations and other emergency response operations such as disasters, extreme weather, mass fatality, biological, outbreaks, and other community preparedness and response educational and/or community engagement events.

Travel

Contractor: Oneida County Health Department
Contract Period: July 1, 2021 - June 30, 2022

Travel: *Include staff and conference travel, as well as travel to regional meetings and training sessions. Contractors without reimbursement policies should use New York State travel reimbursement policy.*

<u>Purpose/Destination</u>	<u>Amount</u>
Mileage and Travel costs to PODS, conferences, regional meetings and PHERP related meetings and events.	\$ 1,000

Total Travel Requested: \$ 1,000

Is mileage requested (personal auto or agency auto)

 x Yes
 No

Justification

Personal auto mileage, travel, lodging and meals for Staff participating in PODs, Clinics, mass vaccination and other community emergency preparedness efforts including in-person and/or web-based local, regional and national meetings, conferences and other PHERP-related trainings

Miscellaneous

Contractor: Oneida County Health Department
 Contract Period: July 1, 2021 - June 30, 2022

Funds may be used to support program-related miscellaneous costs. All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement). All food / refreshment costs must comply with the NYSDOH Health Emergency Preparedness Program Meeting Expense Reimbursement Guidelines. When vouchering for refreshment expenses, please provide all of the details required in the Meeting Expense Reimbursement Guidelines.

<u>Item Description</u>	<u>Amount</u>
Cell Phone Service	\$ 2,031
Tablet PC's Data Package monthly service	\$ 1,775
Air Cards/MiFis (5@18.02 per month & 1 @ 41.01) 50%	\$ 787
Printing	\$ 5,000
Program software	\$ 1,230

Total Miscellaneous Requested : \$ 10,823

Justification

Cell Phones: For rental of 6 cell phones for key OCHD PHEP staff for 24/7 emergency access and Internet connectivity. Staff with 50% usage are below. They are required to have their phones with them at all times, so we can account for at least 50% of use under PHEP

- *Director of Health
- *Deputy Director of Health
- *Opioid Coordinator
- *Director of Clinical Services
- *Supervising Public Health Nurse
- *Public Health Educator

Staff with 60% usage under PHEP. Devices used at least 60% just for PHEP usage.

- *PHEP Coordinatior

Those at 100% are as follows:
 Fiscal Services Administrator is 100% usage of phone and tablet are only used for PHEP .

Devices will be assigned to these staff and used to ensure 24/7 and backup communications with these key preparedness staff.

Estimated cell phone costs are:
 Cell Phone \$36.79 per month x 12 months
 6 Phones @ 50% = \$1324
 1 Phone @ 60% = \$265
 1 Phone @ 100% = \$441
Total = \$2,031

Tablet PCs Data Package: Data package for Internet support 12 devices at an average of \$24.65 per month. 50% is dedicated to PHEP activity. Service for already-acquired tablets to provide 24/7 and back up communications for key preparedness staff and to support deliverable activities including PODs, other exercises and drills, webinars and trainings, and EOC operations, provide remote access to county server, HCS access, expedient and 24/7 access to preparedness applications that support research and emergency planning and response to public health preparedness educational and community engagement activities. Staff include Director of Health, Deputy Director of Health , Fiscal Services Administrator, PHERP Coordinator ,Director of Clinical Services, Volunteer Coordinator, Health Educator, Public Information Officer . Devices will be assigned to other support staff (e.g., Health Educators, nurses, sanitarians, program staff) for PODs, emergency response, preparedness education, meetings, and conferences.
 Estimated costs are 12 packages x 12 months x an average rate of \$24.65 per month x 50% = \$1775. An estimated 50% is dedicated to PHEP activity.

Air Cards: Recurring costs of air cards and/or MiFis for laptops to ensure remote and wireless access to Internet and HIN after hours and during PODs, Flu Clinics and other public health emergency activities (1 devices @ \$40.01; 5 @ 18.02 per month) at least 50 % is dedicated to PHEP activity.
 Estimated costs are:
 1 air card x 12 months x \$40.01 per month x 50%
 5 air cards x 12 months x \$18.02 per month x 50%
Total \$787

Printing: In house and professional printing of signs, posters, and other PHEP educational materials for community distribution, handouts, and meeting materials at Clinics, PODs, local emergency planning meetings, HOOAD (Herikimer-Oneida Organizations Active in Disaster) meetings and community engagement activities.

Adobe, Presentation and Flow Chart Software, Web ex or other forms of communication software for key staff involved in developing and/or processing communications forms, presentations, and Departmental flow chart call down lists.

Subcontracts/Consultants

Contractor: Oneida County Health Department
Contract Period: July 1, 2021 - June 30, 2022

SUBCONTRACTS / CONSULTANTS:

Provide a listing of all subcontracts, including consultant agreements. If the subcontractor / consultant has not been selected, please indicate "TBA" in Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Administrative / Indirect Costs for all contractual / consultant agreements are limited to 10% of total direct costs unless a federally approved rate agreement is provided. All subcontracts entered into must be executed as line item cost reimbursable unless All of the requirements listed in Attachment A "General Terms and Conditions" and Attachment B "Program Specific Clauses" must flow down to all subcontractor agreements.

Agency / Name	Description of Services Include number of hours and hourly rate for consultants. Include a detailed line-item budget for subcontractors.	Amount
Foster Martin	<p>Period of Performance: July 1, 2021 - June 30, 2022</p> <p>Scope of Work: PHEP marketing and advertising costs for emergency preparedness education and awareness campaign for marketing activities including but not limited to radio, television, newspaper, billboard, bus advertising, web, PSAs, videos, printing, production, air-time, web services, etc.</p> <p>Method of Accountability: Contractor will document the particular PHERP –related activities to the Director of Health and upon approval will be compensated on a monthly basis.</p> <p>Detailed Budget and Justification: : Services vary based on advertising medium and frequency. OCHD has contractual agreement for fee for services. Each Subcontracts/Consultants Amount is based on the historic use for each.</p>	\$ 8,000
Mohawk Valley Resource Center for Refugees and/or MAMI Interprets, Language Link, and/or another qualified interpreting agency	<p>Period of Performance: July 1, 2021- June 30, 2022</p> <p>Scope of Work: Consultant services to provide interpretation and translations services for our Limited English Population (LEP) in emergency preparedness education and response.</p> <p>Method of Accountability: Contractor will report to and collaborate with the OCHD PHERP Coordinator and to ensure deliverables are met.</p> <p>Detailed Budget and Justification: Interpretation and translation fees vary based on service. Each Subcontracts/Consultants Amount is based on the historic use for each.</p>	\$ 5,000
Devayani Namassivaya, MD Medical Consultant	<p>Period of Performance: July 1, 2021 - June 30, 2022</p> <p>Scope of Work: Medical consultation regarding emergency response and preparedness planning and implementation. This includes assisting in the development and/or review of PHEP documents, developing materials for the medical community, participating in presentations to health care providers, attending internal and external preparedness meetings.</p> <p>Method of Accountability: Contractor will document the particular PHERP – related activities to the Director of Health and upon approval will be compensated on a monthly basis.</p> <p>Detailed Budget and Justification: Approx. 1 hr/month @ \$85 per hour Each Subcontracts/Consultants Amount is based on the historic use for each.</p>	\$ 1,000
	<p>Period of Performance:</p> <p>Scope of Work:</p> <p>Method of Accountability:</p> <p>Detailed Budget and Justification:</p>	
Total Subcontracts/Consultants Requested :		\$ 14,000

Restricted

Contractor: Oneida County Health Department

Contract Period: July 1, 2021 - June 30, 2022

FOR NYSDOH USE ONLY

Purpose/Destination

Amount

Please refer to the LHD funding table for the Emergency Placeholder Funding amount. This allows for increased funds to be awarded to the contract in the event of a public health emergency and additional funds become available. \$ 1,000,000

Total Restricted: \$ 1,000,000

Justification

NYSDOH Note: Items in the Restricted budget category are not reimbursable. To remove items from the Restricted budget category, submit a budget modification request to NYSPEP@health.ny.gov for approval. The budget modification request must include a break-out of expenses and a justification that shows how the expenses support the contract deliverables.

Exhibit C
Reporting, Vouchering and Other Requirements

The **Reporting Frequency** for this Contract shall be:

- Monthly Quarterly Semi Annually Annually
 Other (specify)_____

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted below:

Email: nyspheap@health.ny.gov.

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. **Allowable Costs/Contract Amount** –
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work. For work performed under a Scope of Work that results from a federally funded grant or contract, Contractor's costs must be in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be reasonable, necessary, and cost-effective (as reasonably determined by HRI). In calculating costs, the accounting practices of Contractor must be based on generally accepted accounting principles and practices appropriate to the circumstances and consistent with other comparable activities of Contractor. Costs resulting from inconsistent practices in excess of the amount that would have resulted from using practices consistent with this Section 2(c) are unallowable. Contractor shall supply documentation of such policies and procedures to HRI when requested.
 - d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. **Administrative, Financial and Audit Regulations** –
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally- funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	48 CFR Part 31.2	Uniform Guidance
Hospitals	2 CFR Part 215	45 CFR Part 74	Uniform Guidance

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
 - A copy of equipment policy if equipment is in the approved budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. **Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

6. **Representations and Warranties** – Contractor represents and warrants that:

- a) it has the full right and authority to enter into and perform under this Agreement;
- b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
- c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
- d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

- 7. Indemnity** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.
- 8. Amendments/Budget Changes –**
- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
 - b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
 - c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.
- 9. Insurance –**
- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
 - b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
 - c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH's logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or

familiar status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (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 Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the express written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return

receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Contractors located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.
- m) Contractor agrees it is compliant with New York State's training requirements for preventing sexual harassment and provides such training on an annual basis, pursuant to Section 201-g of the Labor Law.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the

Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.

e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs_- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.

- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Attachment "B" Program Specific Clauses

1. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."
2. Guarantees and Damages: The work shall be commenced at the time stated in the Contract, and shall be completed no later than the time of completion specified in the Contract.
 - a. It is hereby understood and mutually agreed, by and between the Contractor and HRI, that the time for completion of the Work on the Deliverables, as specified in Exhibit A, is an essential condition of the Contract.
 - b. The Contractor agrees that the Work shall be carried out regularly, diligently, and uninterruptedly at such rate of progress to insure full completion within the time specified. It is expressly understood and agreed, by and between the Contractor and HRI that the time for completion of the Work described herein is a reasonable time.
 - c. The Contractor hereby guarantees HRI that Deliverable Work will be completed within the contract period. If the Contractor does not complete the Work within the contract period, or any proper extension thereof granted by HRI, the Contractor agrees to pay to HRI liquidated damages, according the following schedule:
 - 1st Offense- 1% of total contract
 - 2nd Offense- 5% of total contract
 - 3rd Offense- 10% of total contract
 - d. HRI reserves the right to waive liquidated damages.
 - e. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if HRI determines that the Contractor is without fault and that the delay in completion of the Work is due to:
 - i. any preference, priority or allocation order duly issued by the government of the United States or the State of New York; and
 - ii. an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by HRI, including, but not limited to, acts of God or of public enemy, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.
 - iii. The Contractor shall, within ten (10) days from the beginning of any such delay, notify HRI, in writing, of the causes of the delay.
 - f. Payment of the guarantees will be assessed as an "offset" to the following year's contract award.
3. Maximum Reimbursable Amount: In the event that a Maximum Reimbursable Amount has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract will not exceed the Maximum Reimbursable Amount. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.
4. Budget Flexibility Percentage – Re-budgets/transfers among total cost categories are allowed up to 25% of the total contract budget, or \$250,000 whichever is less, without prior approval. Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.



HEALTH RESEARCH
INCORPORATED

Date _____

On September 26, 2006, S. 2560, the Federal Funding Accountability and Transparency Act (FFATA) of 2006, was enacted. FFATA is intended to deter "wasteful and unnecessary" spending. Therefore, FFATA requires full disclosure to the public all entities or organizations **receiving federal funds**. HRI must track Federal funding to subrecipients in the amount of \$30,000 or more, by Congressional District.

Because your organization is a sub-recipient of Federal funds subcontracted to by Health Research, Inc., HRI is requesting certification from your organization of the below information:

Subcontract number: 1577-15	Subcontract Dates: 07/01/2021-06/30/2022
Subcontractor Name: Oneida County through the Health Department	Amount of Award: 1,128,541
CFDA #: 93.069	Funding Agency: CDC
Sponsor #: 5NU90TP9220090300	HRI Grant #: 15-0686-09
HRI PI: Mr. Michael Primeau	(For HRI Use Only) Executed Date:
Award Title: PHEP Base - OPH	

DUNS Number: _____

Subcontractor location including address: (zip code must include +4):

Subcontract primary performance location including address: **(zip code must include +4)**:

Please provide a brief description of the project your organization is being contracted for:

Executive compensation data: Subcontractors are required to report the names and total compensation of the five most highly compensated officers if in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Check 'Yes' and complete below table if in the preceding fiscal year, your organization received 80%+ and \$25M+ in annual gross revenue from Federal awards and the public does not have access to Sr. Executive compensation otherwise check 'No'.

Yes No

	Name	Compensation
Officer 1		
Officer 2		
Officer 3		
Officer 4		
Officer 5		

I certify that the above information accurately represents the organization for which I am an authorized representative.

Signature

Name - please print

Title

Email

Phone #

Date

Please return completed form electronically to HRIFATA@healthresearch.org



HEALTH RESEARCH INCORPORATED

Contractor:

Oneida County through the Health Department
185 Genesee St.
Adirondack Bank Building
Utica, NY, 13501

HRI Account Number(s):

15-0686-09

Contract Date:

07/01/2021 - 06/30/2022

HRI Contract Number:

1577-15

Contractor Project Director**Payee's Reference #:**

Report for Period: _____ to _____

Budget Items	Budget Amount	Cumulative Expenditures Prior Periods	Expenditures Current Period	Expenditures to Date	Balances
* Salary	\$61,307				
Fringe	\$32,088				
Supplies	\$9,323				
Travel	\$1,000				
* Equipment	\$0				
* Miscellaneous	\$10,823				
* Contractual	\$14,000				
* Admin/Indirect	\$0				
Deliverable	\$0				
Restricted	\$1,000,000				
Total Costs:	\$1,128,541				

Reimbursement Requested: \$

Expenditures under this contract may NOT exceed the maximum reimbursable amount of \$78,541.

* **NOTE:** Please attach REPORT OF EXPENDITURES to provide detail.

By signing this report, I hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Approvals:

HRI PI/Contract Manager: _____

Program Administration: _____

HRI: _____

Contractor

Signature: _____

Name: _____

(Please Print)

Title: _____

Email: _____

Phone #: _____

Date: _____



HEALTH RESEARCH INCORPORATED

To All HRI Subcontractors:

Attached are the Health Research, Inc. (HRI) voucher and report of expenditures forms. Your organization must use these forms for all vouchering under HRI subcontracts. **NOTE: If your organization inputs the HRI voucher forms into a computer program, please be sure copy matches the attached.** Contact HRI Subcontract Unit if you would like the voucher form in an excel file.

HRI would like to clarify items noted as being areas of misunderstanding in voucher preparation in an effort to expedite the vouchering and reimbursement process:

Cover (First) Page: The individual signing for the subcontractor organization, by signing the voucher is certifying to the following:

- 1) Expenditures represent the costs actually incurred by the subcontractor organization either directly in performance of or properly allocable to the subcontract.
- 2) That the subcontractor has on file documentation to support allocation of such costs to the agreement in accordance with applicable regulations and approved budget.
- 3) That costs claimed were incurred within the dates specified on the voucher.
- 4) That the claim is just, true, and correct.
- 5) That no part of the claim has been paid by HRI or any third party and that the balance is actually due and owing.
- 6) Overlapping voucher periods are **NOT** allowed except for the final voucher, which can be used to bill for expenses missed on previous vouchers for the entire subcontract period.

Report of Expenditures – Salary Expense – List the name and job title of all personnel and include pay period covered and number of pay periods. Make sure percentage of effort, annual salary, and requested budget amounts are listed for all staff. The percentage of effort should reflect the actual effort worked for the claim period. **Make sure the percent of effort claimed calculates correctly.**

Report of Expenditures - Equipment Expense –

- All equipment should be ordered and delivered within the period of the contract.
- All pieces of equipment purchased must be listed separately on the expense page.
- For every item of equipment purchased, a corresponding invoice must be submitted. A serial # (where applicable), check #, check date and amount of check is required for payment.
- If the invoice is dated outside of the contract period, a typed purchase order must be submitted showing the order date and delivery date. Please note, the purchase order # must be referenced on the invoice.
- Please denote whom the equipment is for, and assure that the proper % of allocation to the contract coincides with the % of effort for staff utilizing equipment. (Note: if a piece of equipment is 100% applicable to the program, please denote that on the expense page)

Report of Expenditures - Miscellaneous - HRI requires a breakdown for the following **Miscellaneous** expenses: (Please note that this is a list of most common Misc.-Other expenses. If there is something that does not appear on this list, or if unsure of what support may be needed, please contact HRI Subcontract Unit)

- **Space** - If the contractor is vouchering for Miscellaneous - Space, all rental location addresses **MUST** be listed on the voucher. A complete street address, with city, state and zip code is required.

150 Broadway • Suite 280 • Menands, New York 12204 • phone 518.431.1200 • fax 518.431.1234

www.healthresearch.org

- **Stipends** - For all types of stipends, list type of stipend and cost per each, or actual receipts/invoices.
- **Nutritional / Patient Incentives** - # of incentives, cost per incentive and description of incentive, or actual receipts/invoices.
- **Food / Refreshment / Meeting Costs** (in excess of \$100) - This can be provided in two different ways. (1) # of persons attending meeting and cost per person; **or** (2) copies of receipts showing what was purchased. Receipts may not include bottle deposits or tax amounts.
- **Staff training / development** - how many staff and at what cost per staff person, date of training.
- **M&R expense (maintenance and repairs expense)** - provide breakdown of what was repaired and cost for each repair.
- **Speakers** - rate per hour and # of hours and date of engagement.
- **Honoraria** - cost per honorarium.
- **Recruitment costs** – breakdown of costs
- **Participant Costs** - # of participants/cost per person, date of activity, type of activity, or actual receipts/invoices.
- **Conference Costs / Luncheons**- # of participants / cost per person, date of event, or actual receipts/invoices.
- **Tax** is not allowable.
- **Bottle Deposits** are not reimbursable.

(Please keep in mind HRI reserves the right to request additional backup documentation for items that may be listed on any voucher submitted or to institute specific documentation requirements in the contract itself).

Report of Expenditures - Subcontract/Consultant – The name, hours worked and rate of pay must be included in the “Notes” section of this form. HRI will accept an invoice as support for the consultant expense.

Indirect Costs (IDC)/Administrative – If contractor has a federally approved IDC rate, it must be noted on the top right hand corner of the Report of Expenditures. The expense must work out to the percentage of the federally approved rate or lower. Federal regulation allow for 10% Modified Total Direct Cost (MTDC) de minimus (see definition) – Expense claimed based on this must exclude the below items if included on the voucher.

Definition MTDC: MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant costs and the portion of each subaward in excess of \$25,000.

In general, Subcontractors are reminded of the following:

Timing of Expenditures: Only those expenses incurred or properly obligated during the period of your HRI subcontract can be charged against your HRI subcontract. For example, if a pay period crosses the start or end date of your agreement, only charge for those days that fall within the subcontract dates. If purchasing goods and services, those goods and services must be ordered and delivered within the period of the agreement. Place a **firm order with the vendor** during the subcontract dates from which the expense for the goods and services will be paid (i.e. Must be a purchase commitment issued to the vendor. "Internal" purchase orders are not acceptable as it does not constitute a commitment to the vendor). In all cases, the expenditures for goods and services must benefit the work funded under the agreement in order to be allowable. If such benefit cannot be established, HRI will not

permit reimbursement of the expense, regardless of when it was incurred. Expenses for goods and services ordered after the termination date of the agreement will not be honored.

Considerations for Cost Reimbursable Subcontracts: Only those costs incurred to conduct the HRI subcontract activity may be charged to the HRI subcontract. If the approved budget includes costs that will be allocated (costs that benefit both the HRI subcontract activity and some other activity at the organization) these costs must be allocated in the proportion to which those costs support each of those activities. This allocation should be used consistently throughout the organization (if applicable). Additionally, *costs must be incurred before billed for. Charging for anticipated expenses or before actually disbursing funds for those expenses is not permitted and is contrary to the certification made on the face page of the voucher.*

Budget flexibility - May be a percentage per budget line or a percentage of the total budget amount depending on the contract agreement.

- If the contract states 25% line item budget flexibility, the contractor may voucher for up to 25% over each specific line as long as there is savings on another line to compensate for the overage.
- If the contract states 25% total budget flexibility, the contractor may voucher on a specific line for a total of up to 25% of the total budget as long as there is savings on another line to compensate for the overage.
- Under no circumstances can the contractor voucher for more than the total budget.
- Re-budget is required if contractor is billing against a budget line that was not in the original budget or over budget flexibility.

Re-budgeting: If a re-budget is necessary in order to meet the goals of the agreement, such re-budgets should be submitted before incurring expenses. *Any expenses incurred by the subcontractor before receipt of approved budget modification are at the subcontractor's own risk.*

Timely vouchering: Timely vouchering is extremely important. Vouchers should be submitted within 30 days of the end of the claim period. Voucher frequency, monthly or quarterly, is indicated on the agreement cover page. Final vouchers must be submitted within 60 days of the termination date of your contract (unless otherwise noted in your agreement) and should be marked as **"FINAL VOUCHER"**.

Final Voucher: After the final voucher is received, reviewed and processed by the HRI Subcontract Unit it goes to the HRI Audit Unit where a review of all the vouchers paid against the contract is performed to ensure that all categories reimbursed have been properly claimed. At this time, the contractor may be asked for additional information with regards to any and all vouchers previously paid by HRI. If any adjustments are necessary, the final voucher will be reduced by that amount prior to being approved/paid.

Vouchers can be submitted electronically to your Contract Manager listed in Exhibit "C" of the contract.

If you have any questions regarding the attached forms, please contact your Contract Manager or the HRI Subcontract Unit at (518) 431-1200 or at subcon@healthresearch.org.

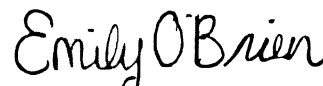
Sincerely,



Heather Elden
Contract Administrator



Katherine Hamel
Contract Administrator



Emily O'Brien
Contract Administrator



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

January 12, 2022

FN 20 22-082

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Attached are two (2) copies of an Agreement between Oneida County through its Health Department (OCHD) and Health Research, Inc. for the provision of developing and expanding capacity of an Overdose Data to Action Program.

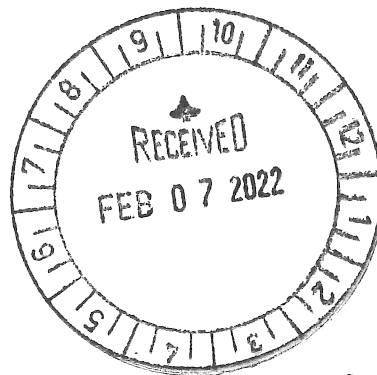
The term of this Agreement shall commence on September 1, 2021 and remain in effect through August 31, 2022. The amount of the yearly budget award is \$72,000. After OCHD submits reimbursements for 63% (\$45,700) of the award, the remaining balance is released automatically. In addition, \$100,000 is allocated to the "Restricted" budget category which placeholder funding will allow HRI to quickly award OCHD additional funds, should they become available, to address any new or emerging public health needs.

The reason this grant is being forwarded for signature after the commencement date is due to delays in receiving the agreement from HRI.

If this Agreement meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Daniel W. Gilmore, Ph.D., MPH
Public Health Director



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 2-4-22

Attachments
CM

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 268-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other Grant

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Health Research, Inc.
Riverview Center
150 Broadway, Suite 516
Menands, NY 12204-2719

Title of Activity or Service: Overdose Data to Action

Proposed Dates of Operation: September 1, 2021 through August 31, 2022

Client Population/Number to be Served: All County residents

Summary Statements

- 1) **Narrative Description of Proposed Services**
Develop and expand Overdose Data to Action to reduce opioid deaths
- 2) **Program/Service Objectives and Outcomes:** Reduce overdose deaths by using real-time data
- 3) **Program Design and Staffing:**

Total Funding Requested: \$172,000.00 Guaranteed **Expense Account:** A4019
(\$126,300.00) Restricted **Revenue Account:** A3484

Oneida County Dept. Funding Recommendation: \$172,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% Grant reimbursement.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

AGREEMENT

This Agreement, made this 24th day of Sept., 2021 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY, 12204-2893, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County through the Health Department
185 Genesee St.
Utica, NY 13501 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant/contract from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 5NU17CE9249740300, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

OD2A - Building Local Health Department Capacity

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

- "Contract Start Date": 09/01/2021
- "Contract End Date": 08/31/2022
- "Total Contract Amount": \$172,000
- "Maximum Reimbursable Amount": \$45,700
- "HRI Project Director": Hunt, Ms. Glynnis
- "Required Voucher Frequency": Monthly
- "FAIN Number": NU17CE924974
- "HRI Contract Number": 6169-03
- "Catalog of Federal Domestic Assistance Number": 93.136 ("This contract is "Federally" funded.")

Budget Flexibility Percentage: 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

- Exhibit A - "Scope of Work"
- Exhibit B - "Budget"
- Exhibit C - "Reporting/Vouchering Instructions"
- Exhibit D - "Prime Federal Award Information" (if checked) [x]
- Attachment A - "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) [x]
- Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Oneida County through the Health Department
Federal ID: 15-6000460-
DUNS#:075814186

Cheryl A Mattox

Name: Cheryl A. Mattox
Title: Executive Director

Name:
Title:

EXHIBIT A

OD2A for LHDs - Work Plan and Progress Report Template – YEAR 3 (2021 - 2022)

LHD Name: Oneida County Health Department

KEY:

- **NOT STARTED** – Work on activity has not yet begun.
- **IN-PROGRESS** – Activity is currently underway.
- **COMPLETED** – Activity has been completed.

Category 2: Build capacity for more effective and sustainable local prevention and response efforts						
Required Strategy: Ongoing participation in meetings and training needs assessments and submit at least one success story by 08/31/2021						
Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Progress Notes
				Start Q	End Q	
Respond to any training needs assessments, and participate in webinars, regional conference calls, 1:1 calls with Region Lead, and attend in-person meetings/trainings	Jared Henderson, OCDMH	Health Department, Mental Health Department, Opioid Task Force		1	4	
Receive success story template from NYSDOH	Jared Henderson, OCDMH	Health Department, Mental Health Department, Opioid Task Force		1	4	
Determine success story topics	Jared Henderson, OCDMH	Health Department, Mental Health Department, Opioid Task Force		2	4	
Submit draft success stories to NYSDOH	Jared Henderson, OCDMH	Health Department, Mental Health Department,		3	4	

OD2A for LHDs - Work Plan and Progress Report Template – YEAR 3 (2021 - 2022)

Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Status	Progress Notes
				Start Q	Start Q		
		Opioioid Task Force					
Category 2: Build capacity for more effective and sustainable local prevention and response efforts							
Optional Strategy: Provide mentoring to other OD2A counties							
Specify topic(s): Coalition building, Spike Alert Framework/Response, Peer Outreach Efforts							
Work with NYSDOH to promote mentoring opportunity and recruit other counties. (1-2 counties)	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force		1	4		
Establish goal(s) w/recruited counties and determine frequency and preferred type of communication	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force		1	4		
Guide/Mentor recruited counties via email, virtual and in-person meetings, etc.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force		1	4		
Assess progress by communicating with mentees on a regular basis and tracking successes.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force		1	4		
Category 2 Successes:							

OD2A for LHDs - Work Plan and Progress Report Template – YEAR 3 (2021 - 2022)

Category 2 Barriers:

Category 2 Request for TA/Training:

Category 2 New partnerships and/or resources developed:

Category 3: Implement evidence-based/evidence informed prevention and response strategies Optional Strategy: Establish Linkages to Care by expanding/integrating Peer Support Services						
Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Progress Notes
				Start Q	End Q	
Work closely with contractor to maintain and strengthen operations of Peer Alliance Program, and ensure that at least 5 individuals are guided through process of becoming trained and certified (CRPA, CARC, etc.).	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Dept, Mental Health, Center for Family Life & Recovery	Center for Family Life & Recovery (CFRLR)	1	4	
Work closely with contractor to maintain and strengthen operations of peer follow-up program to support ODMAP and NY MATTERS patients/referrals.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Dept, Mental Health, ACR Health	ACR Health	1	4	
Conduct Interim and Post-Program Evaluations that summarize assessment of implementation activities, evaluate effectiveness of Peer Programs, and identify needs for improvement.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Dept, Mental Health, ACR Health, Center for Family Life & Recovery	ACR Health and Center for Family Life & Recovery	1	4	
Continue distribution of post-overdose care kits to local harm reduction, treatment and recovery agencies.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Dept, Mental Health,		1	4	
Successes:						

OD2A for LHDs - Work Plan and Progress Report Template – YEAR 3 (2021 - 2022)

Barriers:
Request for TA/Training:
New partnerships and/or resources developed:

Category 3: Implement evidence-based/evidence informed prevention and response strategies						
Optional Strategy: Provider and Health System Support – Referrals						
Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Progress Notes
				Start Q	End Q	
Expand implementation and/or utilization of NY MATTERS platform to regional hospital systems & clinics, primary care providers, and other interested community entities.	Lisa Worden, OCHD; Krista Drake, OCHD; Jared Henderson, OCDMH	Health Department, Mental Health Department, Hospital Systems, Treatment Providers	NYSDOH, NY MATTERS	1	4	
Identify ways in which OD2A grant may assist in resources gaps identified in the assessment (i.e. IPADS).	Lisa Worden, OCHD; Krista Drake, OCHD; Jared Henderson, OCDMH	Health Department, Mental Health Department, Hospital Systems, Treatment Providers	NYSDOH, NY MATTERS	1	4	
Provide ongoing oversight and technical assistance to NY MATTERS regional network.	Lisa Worden, OCHD; Krista Drake, OCHD; Jared Henderson, OCDMH	Health Department, Mental Health Department, Hospital Systems, Treatment Providers	NYSDOH, NY MATTERS	1	4	

Successes:
Barriers:

OD2A for LHDs - Work Plan and Progress Report Template – YEAR 3 (2021 - 2022)

Request for TA/Training:

New partnerships and/or resources developed:

Category 3: Implement evidence-based/evidence informed prevention and response strategies						
Optional Strategy: Increase Access to Naloxone						
Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Status
				Start Q	End Q	
Establish relationship with Naloxone training providers and other providers (Law enforcement, EMS, Fire, etc.) who can assist with Naloxone expansion efforts.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force, Oneida County Sheriff's Office, Utica Fire Department, Midstate EMS		1	4	
Initiate any necessary agreements/contracts for project implementation with defined scope of services.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force, Oneida County Sheriff's Office, Utica Fire Department, Midstate EMS		1	4	
Become a registered Opioid Overdose Prevention Program in NYS	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force,		1	4	
Distribute 100 Narcan Emergency Cabinets to Oneida County entities/businesses. Goals:	Jared Henderson, OCDMH;	Health Department, Mental Health		1	4	

OD2A for LHDs - Work Plan and Progress Report Template – YEAR 3 (2021 - 2022)

<ul style="list-style-type: none"> • 50 Cabinets by end of Q2 • Remaining 50 Cabinets by end of Q4 	Lisa Worden, OCHD	Department, Opioid Task Force, Oneida County Sheriff's Office, Utica Fire Department, Midstate EMS			
Provide Narcan Training to at least one designated individual at each Narcan Emergency Cabinet site.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force, Oneida County Sheriff's Office, Utica Fire Department, Midstate EMS	1	4	
Establish list of designated individuals at each Narcan Emergency Cabinet site who will be responsible for inspecting cabinets for tampering, unreported use, and monitoring of Narcan Kit expiration. Respond to requests for technical assistance and Narcan restocking in a timely manner.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force, Oneida County Sheriff's Office, Utica Fire Department, Midstate EMS	1	4	
Develop electronic Map/Dashboard to illustrate the geographic location of each distributed Narcan Emergency Cabinet, as well as use data pertaining to each.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force, OC Planning Dept.	1	4	

Successes:

Barriers:

Request for TA/Training:

OD2A for LHDs - Work Plan and Progress Report Template – YEAR 3 (2021 - 2022)

New partnerships and/or resources developed:

Category 3: Implement evidence-based/evidence informed prevention and response strategies						
Optional Strategy: Purchase and distribute Fentanyl Test Strips						
Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Progress Notes
				Start Q	End Q	
Distribute Fentanyl Test Strips (FTS) to local harm reduction, treatment, and recovery agencies throughout the county.	OCHD; Jared Henderson, OCDMH	Mental Health Department, Opioid Task Force		1	4	
Successes:						
Barriers:						
Request for TA/Training:						
New partnerships and/or resources developed:						

Category 4: Innovation Project						
Optional Strategy: Expand access to critical and timely information, data, and resources related to Opioids and Opioid Use Disorder throughout Oneida County and surrounding region.						
Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Progress Notes
				Start Q	End Q	
Monitor Opioid Task Force website daily and submit any updates/changes in content/design to Oneida County IT Department.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force, IT Dept.	Oneida County IT Department & TRAINOR	1	4	
Successes:						
Barriers:						
Request for TA/Training:						
New partnerships and/or resources developed:						

**New York State Department Of Health
Health Research, Inc. - Overdose Data to Action**

EXHIBIT B - Budget

9/1/2021

Contractor : Oneida County Health Department

Contract Period : September 1, 2021 - August 31, 2022

Contract # : 6169-03

HRI Account # : 15-0991-03

See instructions for important information. Be sure to sign and date (see below) and submit this page as a pdf. In addition, submit the entire budget file in Excel.

SUMMARY BUDGET

Budget Categories	Original Budget	Modification	Revised Budget
SALARIES / PERSONNEL		\$ -	\$ -
FRINGE BENEFITS		\$ -	\$ -
SUPPLIES	\$ 4,000	\$ -	\$ 4,000
TRAVEL	\$ 1,000	\$ -	\$ 1,000
EQUIPMENT		\$ -	\$ -
MISCELLANEOUS	\$ 2,000	\$ -	\$ 2,000
CONTRACTUAL / CONSULTANT	\$ 65,000	\$ -	\$ 65,000
ADMINISTRATIVE COSTS		\$ -	\$ -
SUBTOTAL	\$ 72,000	\$ -	\$ 72,000
RESTRICTED (For NYSDOH use only)	\$ 100,000	\$ -	\$ 100,000
TOTAL :	\$ 172,000	\$ -	\$ 172,000

Reason for Proposed Changes (for budget modifications):

Contractor

Authorized Signature:

Date:

Supplies

Contractor: Oneida County Health Department
Contract Period: September 1, 2021 - August 31, 2022

SUPPLIES : *Provide a justification for all supplies, including a description of how it relates to specific program objectives. Please refer to the Equipment section for guidance on items with a unit cost of \$5,000 or more.*

<u>Item Description</u>	<u>Amount</u>
Office Supplies	\$ 1,000
Program Materials (Post Overdose Care Kits, Signage & Literature for Narcan Emergency Cabinets, etc.)	\$ 3,000

Total Supplies Requested: \$ 4,000

Justification

*Supplies include items that do not exceed the \$1,000 per unit threshold.

Office Supplies: Include items such as pens, pencils, three hole punchers, pads, post-its, fax/copier paper, notebooks, staples, scotch tape, flip-chart pads, magic markers, folders, binders, report covers, etc. This also includes supplies to support partnership meetings, presentations, etc.

Program Materials: These include items such as ODMAP material for law enforcement such as visor clips, post overdose care kits, and other supply items to support implementation of grant strategies. 'Post Overdose Care Kits' would be kits that could be distributed to overdose victims by peer response agencies and other partners interacting with overdose victims; items would include:

- Water bottle
- Granola bar
- Chapstick
- PPE- gloves, face masks, sanitizer, alcohol wipes, face shields, etc.
- Ziploc bags
- Cloth or drawstring bags
- Printed materials

Literature for Narcan Emergency Cabinets and additional items may be identified by partners to support individuals who overdose - these will be identified in the planning process; these will be sent to NYSDOH for approval prior to purchasing.

Additional Visor clips/inserts will be purchased if additional ones are needed for law enforcement vehicles. These remind officers to call in overdose information to ODMAP hub/.

NYSDOH NOTE: All Opioid Education/Outreach materials and Advertising/Media messages must be approved prior to incurring costs.

Miscellaneous

Contractor: Oneida County Health Department
Contract Period: September 1, 2021 - August 31, 2022

Funds may be used to support program-related miscellaneous costs. All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement).

<u>Item Description</u>	<u>Amount</u>
Printing	\$ 2,000

Total Miscellaneous Requested : \$ 2,000

Justification

Printing: In house and professional printing of signs, posters, and other opioid educational materials for community distribution, handouts, and meeting and training materials for grant activities.

NYSDOH NOTE: All Opioid Education/Outreach materials and Advertising/Media messages must be approved prior to incurring costs

Subcontracts/Consultants

Contractor: Oneida County Health Department
 Contract Period: September 1, 2021 - August 31, 2022

SUBCONTRACTS / CONSULTANTS:
 Provide a listing of all subcontracts, including consultant agreements. If the subcontractor / consultant has not been selected, please indicate "TBA" in Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Administrative / Indirect Costs for all contractual / consultant agreements are limited to 10% of total direct costs unless a federally approved rate agreement is provided. All subcontracts entered into must be executed as line item cost reimbursable unless otherwise approved. All of the requirements listed in Attachment A "General Terms and Conditions" and Attachment B "Program Specific Clauses" must flow down to all subcontractor agreements.

Agency / Name	Description of Services Include number of hours and hourly rate for consultants. Include a detailed line-item budget for subcontractors.	Amount
ACR Health	<p>Period of Performance: Sept. 1, 2021 - August 31, 2022</p> <p>Scope of Work: This is an agreement between the Oneida County Health Department (OCHD) and ACR Health. Parties have agreed to the above amount to support the development and implementation of a Peer Follow-Up Program for overdose victims (and others who may request it) in Oneida County. ACR Health will serve as the lead community agency in the planning, implementation and operation of a Peer Follow-Up Program that ensures outreach and support to overdose victims (and others who may request it) who reside in Oneida County, and are identified via ODMAP and Oneida MATTERS (Medication Assisted Treatment & Emergency Referrals). Contractor will conduct retroactive follow-up to individuals who previously overdosed, yet did not receive any follow-up. Contractor will also deploy Harm Reduction outreach teams to targeted geographic areas (based on county's review of the data, overdose hot spot locations, etc).</p> <p>Method of Accountability: Contractor will report to and collaborate with the OD2A program coordinator and/or designated staff to ensure deliverables are met. Contractor will submit a proposal for scope of work to be approved by OCHD and OCDMH.</p> <p>Detailed Budget and Justification: \$25,000 - This is an agreement between the Oneida County Health Department (OCHD) and ACR Health. Parties have agreed to the above amount.</p>	\$ 25,000
Center for Family Life & Recovery (CFLR)	<p>Period of Performance: Sept. 1, 2021 - August 31, 2022</p> <p>Scope of Work: This is an agreement between the Oneida County Health Department (OCHD) and Center for Family Life & Recovery (CFLR). Parties have agreed to the above amount to support the development and implementation of a Peer Alliance Program. CFLR will serve as the lead community agency in the planning, implementation and operation of the Peer Alliance Program, which will provide extensive training, supervision, and support to peer advocates (as well as a path to certification for those seeking to become peer advocates) who reside in Oneida County. The aim of this program is to foster a well-trained, employable workforce of peer and recovery professionals throughout Oneida County, and to equip participants (as well the organizations they represent) with the tools and supports needed to provide the highest quality care to members in the community.</p> <p>Method of Accountability: Contractor will report to and collaborate with the OD2A program coordinator and/or designated staff to ensure deliverables are met. Contractor will submit a proposal for scope of work to be approved by OCHD and OCDMH.</p> <p>Detailed Budget and Justification: \$20,000 - This is an agreement between the Oneida County Health Department (OCHD) and Center for Family Life & Recovery (CFLR). Parties have agreed to the above amount.</p>	\$ 20,000
Oneida County Department of Mental Health (OCDMH)	<p>Period of Performance: Sept. 1, 2021 - August 31, 2022</p> <p>Scope of Work: Jared Henderson, Program Analyst at the Oneida County Department of Mental Health, will manage/coordinate OD2A Grant. Memorandum of Understanding (MoU) has been agreed upon and executed by Oneida County Health Department and Oneida County Department of Mental Health for Jared's services. Administration and oversight activities shall include, but not be limited to:</p> <ul style="list-style-type: none"> a. Completion and review all vouchers for grant activity expenses, b. Inventory and ordering as necessary any supplies required for grant activities, c. Complying with monthly reporting as the grant requires, d. Collaboration with community partners, DOH and other County staff to implement strategies identified in the work plan, e. Coordination of activities with other related and interconnected DOH and OMH initiatives, d. Ensuring that all grant work plan objectives, strategies, performance measures and contractual and budgetary requirements are met. <p>Method of Accountability: Contractor will report to and collaborate with OCHD, OCDMH and designated staff to ensure deliverables and reporting requirements are met.</p> <p>Detailed Budget and Justification: For the services provided under this agreement, the OCHD will reimburse the OCDMH 30% of the Program Analyst's salary, up to \$20,000.00 annually.</p>	\$ 20,000
Total Subcontracts/Consultants Requested :		\$ 65,000

Restricted

Contractor: Oneida County Health Department
Contract Period: September 1, 2021 - August 31, 2022

FOR NYSDOH USE ONLY

<u>Purpose/Destination</u>	<u>Amount</u>
These restricted funds allows for increased funds to be awarded to the contract in the event additional funds become available.	\$ 100,000

Total Restricted: \$ 100,000

Justification

NYSDOH Note: Items in the Restricted budget category are not reimbursable. To remove items from the Restricted budget category, submit a budget modification request to grants@health.ny.gov for approval. The budget modification request must include a break-out of expenses and a justification that shows how the expenses support the contract deliverables.

Exhibit "C"

Reporting and Vouchering

The **Reporting Frequency** for this Contract shall be:

Monthly

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted:

Grants Administration
NYSDOH
Riverview Center
150 Broadway, Suite 516
Menands, NY 12204-2719

grants@health.ny.gov



EXHIBIT D

Recipient Information	
1. Recipient Name	NYS Dept of Health/Health Research Inc. Corning Tower Room 359 Corning Tower Albany, NY 12237-0001 --
2. Congressional District of Recipient	20
3. Payment System Identifier (ID)	1141402155A1
4. Employer Identification Number (EIN)	141402155
5. Data Universal Numbering System (DUNS)	157119657
6. Recipient's Unique Entity Identifier	
7. Project Director or Principal Investigator	Ms. Glynnis Hunt Assistant Director Glynnis.hunt@health.ny.gov 518-402-7525
8. Authorized Official	Ms. Cheryl Mattox hringa@healthresearch.org 518-431-1200
Federal Agency Information	
CDC Office of Financial Resources	
9. Awarding Agency Contact Information	Ms. Daryl Barksdale GMS xxj8@cdc.gov 770-488-1087
10. Program Official Contact Information	Ms. Turcina Mcneilly vin1@cdc.gov 404.498.5890

Federal Award Information	
11. Award Number	5 NU17CE924974-03-00
12. Unique Federal Award Identification Number (FAIN)	NU17CE924974
13. Statutory Authority	Section 311(c)(1) of the PHS Act (42 USC § 243(c)(1))
14. Federal Award Project Title	New York State - Overdose Data to Action
15. Assistance Listing Number	93.136
16. Assistance Listing Program Title	Injury Prevention and Control Research and State and Community Based Programs
17. Award Action Type	Non-Competing Continuation
18. Is the Award R&D?	No

Summary Federal Award Financial Information		
19. Budget Period Start Date	09/01/2021	- End Date 08/31/2022
20. Total Amount of Federal Funds Obligated by this Action		\$5,726,547.00
20a. Direct Cost Amount		\$5,536,247.00
20b. Indirect Cost Amount		\$715,386.00
21. Authorized Carryover		\$0.00
22. Offset		\$525,086.00
23. Total Amount of Federal Funds Obligated this budget period		\$0.00
24. Total Approved Cost Sharing or Matching, where applicable		\$0.00
25. Total Federal and Non-Federal Approved this Budget Period		\$5,726,547.00
26. Project Period Start Date	09/01/2019	- End Date 08/31/2022
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period		Not Available

28. Authorized Treatment of Program Income	ADDITIONAL COSTS
29. Grants Management Officer - Signature	Ms. Stephanie Latham Team Lead, Grants Management Officer

30. Remarks



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NU17CE924974-03-00

FAIN# NU17CE924974

Federal Award Date: 07/29/2021

<p>Recipient Information</p> <p>Recipient Name NYS Dept of Health/Health Research Inc. Corning Tower Room 359 Corning Tower Albany, NY 12237-0001 --</p> <p>Congressional District of Recipient 20</p> <p>Payment Account Number and Type 1141402155A1</p> <p>Employer Identification Number (EIN) Data 141402155</p> <p>Universal Numbering System (DUNS) 157119657</p> <p>Recipient's Unique Entity Identifier Not Available</p>

<p>31. Assistance Type Cooperative Agreement</p> <p>32. Type of Award Other</p>

<p>33. Approved Budget (Excludes Direct Assistance)</p>	
<p>I. Financial Assistance from the Federal Awarding Agency Only</p>	
<p>II. Total project costs including grant funds and all other financial participation</p>	
a. Salaries and Wages	\$2,716,981.00
b. Fringe Benefits	\$1,068,142.00
c. Total Personnel Costs	\$3,785,123.00
d. Equipment	\$0.00
e. Supplies	\$8,822.00
f. Travel	\$37,223.00
g. Construction	\$0.00
h. Other	\$27,634.00
i. Contractual	\$1,677,445.00
j. TOTAL DIRECT COSTS	\$5,536,247.00
k. INDIRECT COSTS	\$715,386.00
l. TOTAL APPROVED BUDGET	\$6,251,633.00
m. Federal Share	\$6,251,633.00
n. Non-Federal Share	\$0.00

<p>34. Accounting Classification Codes</p>					
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-9390BX6	19NU17CE924974OPCE	CE	41.51	\$5,726,547.00	75-21-0952



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 5 NU17CE924974-03-00

FAIN# NU17CE924974

Federal Award Date: 07/29/2021

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

NYS Dept of Health/Health Research Inc.

5 NU17CE924974-03-00

1. Terms and Conditions
2. OD2A Special Terms and Conditions

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federalregulationspolicies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number CE19-1904, entitled Overdose Data to Action, and application dated May 10, 2021, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of \$6,251,633 is approved for the Year 03 budget period, which is September 1, 2021 through August 31, 2022. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Component/Project Funding: The NOFO provides for the funding of multiple components under this award. The approved component funding levels for this notice of award are:

NOFO Component	Amount
Surveillance	\$ 2,124,005
Prevention	\$ 4,127,628

Financial Assistance Mechanism: Cooperative Agreement

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO. CDC program support to recipients will help ensure the success of the cooperative agreement by:

- Providing cross-site and recipient-specific surveillance technical assistance, such as providing tools to identify nonfatal and fatal drug poisonings using ICD-9-CM, ICD-10-CM, text searches of ED chief complaint and ICD-10 cause of death codes;
- Providing technical assistance to revise annual work plans;
- Assisting in advancing program activities to achieve project outcomes;
- Providing scientific subject matter expertise and resources;
- Collaborating with recipients to develop evaluation plans that align with CDC evaluation activities;
- Providing technical assistance on recipient's evaluation and performance measurement plan;
- Providing technical assistance to define and operationalize performance measures;
- Facilitating the sharing of information among recipients;

- Participating in relevant meetings, committees, conference calls, and working groups related to the cooperative agreement requirements to achieve outcomes;
- Coordinating communication and program linkages with other CDC programs and Federal agencies, such as Centers for Medicare and Medicaid Services (CMS), Food and Drug Administration (FDA), the National Institutes of Health (NIH), the Substance Abuse and Mental Health Services Administration (SAMHSA), Department of Justice (DOJ), and the HHS Office of the National Coordinator for Health Information Technology (ONC);
- Translating and disseminating lessons learned through publications, meetings, surveillance measures and other means on promising and best practices to expand the evidence base;
- Providing guidance on SUDORS data abstraction, use of necessary data sharing platforms (e.g. NVDRS, NSSP ESSENCE) and CDC templates to collect ED data;
- Supporting use of CDC ED case definitions by providing recipients computer programming code such as SAS, R, and ESSENCE to implement the cases definitions if resources are available;
- Providing ongoing data quality reviews and feedback on required ED and drug overdose death data submissions; and
- Providing technical assistance on data management plans.

Use of Estimated Unobligated Funds: This NoA includes use of Year 02 estimated unobligated funds in the amount of \$525,086, which has been applied as an offset to the currently approved funding level for this budget period. The use of estimated unobligated funds is approved based on the Year 02 Interim Federal Financial Report (FFR) dated April 12, 2021. The amount of this NoA will be subject to reduction if the final amount of unobligated funds is less than the amount of unobligated funds reported on the referenced FFR.

Budget Revision Requirement: By October 1, 2021 the recipient must submit a revised budget with a narrative justification or the following costs:

Supplies - The recipient is required to use at least the assigned minimum amount of enhanced toxicology testing funding (\$440,895) to ensure all suspected opioid overdose deaths receive enhanced forensic toxicology testing as outlined in NOFO Appendix 8. However, it appears as though only \$237,940 of the budget is going toward enhanced forensic tox testing.

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

- Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the

balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - o publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - o the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order 68 of 88 proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>).
- Program funds cannot be used for purchasing naloxone, implementing or expanding drug “take back” programs or other drug disposal programs (e.g. drop boxes or disposal bags), purchasing fentanyl test strips, or directly funding or expanding direct provision of substance abuse treatment programs. Such activities are outside the scope of this

NOFO

Programmatic Restriction: \$1,031,907 of the total approved funding is restricted for use, due to not meeting the requirement to connect to the PDMP hub, RXCheck. This requirement must be met in order for this restriction to be lifted. Please work with your assigned project officer for further guidance.

Indirect Costs: Indirect costs are approved based on the negotiated indirect cost rate agreement dated June 22, 2020, which calculates indirect costs as follows, a Provisional is approved at a rate of 18.9% of the base, which includes, direct salaries and wages including all fringe benefits. The effective dates of this indirect cost rate are from April 1, 2021 to March 31, 2024.

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Daryl Barksdale, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
2960 Brandywine Road
Atlanta, Georgia 30341
Email: DBarksdale@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PROGRAM OR FUNDING GENERAL REQUIREMENTS

CE19-1904 Overdose to Action Program Requirements: See CE19-1904 Overdose Data to Action Terms and Conditions attached to this Notice of Award.

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

CDC Staff Contacts

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

GMS Contact:

Daryl Barksdale, Grants Management Specialist
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
2960 Brandywine Road
Atlanta, Georgia
Telephone: 770-488-1087
Email: DBarksdale@cdc.gov

Program/Project Officer: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

Programmatic Contact:

Turcina McNeilly, Project Officer
Centers for Disease Control and Prevention
National Center for Injury Prevention and Control
4770 Buford Highway
Atlanta, Georgia 30341
Telephone: 404.498.5890
Email: vin1@cdc.gov

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

GMOContact:

Stephanie Latham, Grants Management Officer
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
2960 Brandywine Road MS.E-01
Atlanta, GA 30341
Telephone: 770-488-2917
Fax: 404-248-4180
Email: fzv6@cdc.gov

CE19-1904 Overdose Data to Action Terms and Conditions

1 Surveillance Activities (Strategy 1-3)

Recipients must meet reporting timelines for the Surveillance Strategies as outlined in the NOFO and in Appendix 3 of the NOFO. OD2A applicants must demonstrate capacity to meet all of the requirements within the selected tier and optional activities in each Surveillance Strategy. Applicants are expected to meet reporting deadlines as stated for each budget year. States will be held accountable for the requirements in the tier for which they apply. Failure to meet the required reporting timelines for the selected tier and any optional activities selected under Strategy 1 and Strategy 2 may result in corrective action. Failure to meet reporting requirements for Strategy 3 projects may also result in corrective action. States may drop tiers and/or optional activities if they fail to meet reporting timelines. Decisions on surveillance tier shifts or the elimination of optional activities should be made in collaboration with your CDC Science and Project Officers.

2 Prevention Activities

2.1 PDMP (Strategy 4)

Control of Prescription Drug Monitoring Program (PDMP) Data

The recipient shall comply with Additional Requirement 25 and comply with their Data Management Plan (DMP), which includes plans for making data accessible and for archiving and long-term preservation of the data collected or acquired under this award (See [additional requirements](#)). The recipient shall also retain all title held in controlled substance - or prescription data ("PDMP data"), collected or acquired with federal funds, that are stored in a database operated by or under the oversight of the recipient, whether or not the PDMP data are in existence at the date of award acceptance or compiled thereafter during this award's performance period. Upon request by the recipient at any time, all contractors and subrecipients (at any tier) shall promptly deliver to recipient the PDMP data in electronic format as exists on the date of the request by the recipient. The recipient shall ensure that any and all contractors and subrecipients (at any tier) acknowledge that the recipient retains ownership of and control over the PDMP data.

Enhanced PDMP (see table 4.2 in NOFO)

Only states and territories that oversee PDMPs can receive enhanced PDMP dollars. In cases where a state does not have a prescription drug monitoring program, a county, consortium, or other unit of local government within the state that has a prescription drug monitoring program shall be treated as a state for the purpose of this activity.

Prescription Drug Monitoring Program (PDMP) Data Sharing System

For the purposes of this condition, a "PDMP system" is a local- or state-based data system that received federal financial assistance since 2002 under an award under this program for the reporting, collection, and use of PDMP data. "PDMP data" means controlled substance- or prescription data. "The PDMP hub" means Bureau of Justice Assistance (BJA) designated PDMP data sharing system.

- The recipient must ensure that the recipient's PDMP system has the capacity to exchange data with other PDMP systems via the PDMP hub.
- The recipient must allow other PDMP systems to exchange data via a direct connection to the PDMP hub with the recipient's system at no cost to the other PDMP systems or the federal government and regardless of what interstate data exchange system the recipient chooses to use.
- The recipient must ensure that this requirement is reflected in all contracts or subawards, at any tier, with any vendor or subrecipient, at any tier, under this award.
- The recipient must ensure that all contracts or subawards, at any tier, with any vendor or subrecipient, at any tier, working on the recipient's PDMP system provides the recipient with the option to use and connect to the PDMP hub to exchange PDMP data at the lower of—(1) actual cost; or (2) what would be (or in fact is) charged by the vendor or subrecipient for the use of any data exchange hub substantially equivalent to the PDMP hub.
- Within ninety (90) days of accepting this award, the recipient must inform BJA of whether its PDMP system is connected to the PDMP hub or not. Failure to connect to BJA's designated PDMP data sharing hub may result in a failure to comply with the terms and conditions of the award. Additional conditions, and possibly other actions,

such as temporary withholding of payments pending correction, may be imposed in accordance with applicable award regulations.

- The recipient must notify BJA in writing within seven (7) business days if the connection to the PDMP hub experiences a sustained interruption of service lasting longer than six (6) hours.
- Nothing in this condition prohibits the recipient from using or not using any data exchange system that is otherwise consistent with the requirements of this award (including those contained in this condition).
- The provisions of this condition must be included in any subaward (at any tier).

Connection to the Hub (RxCheck)

As stated, the recipient must allow other PDMP systems to exchange data via a direct connection to the PDMP hub. For these purposes, states/territories are required to use RxCheck to respond to a state that has initiated a request via RxCheck hub, but are not required to use RxCheck for any inter- or intrastate PDMP requests that the state itself initiates. The award conditions allow each state/territory to determine its preferred hub for initiating inter- and intrastate data sharing with another state or states. The award conditions require a state/territory to establish and maintain a connection to RxCheck in order to ensure it can receive and respond to requests from states that have initiated a request using RxCheck hub (in accordance with state law). For OD2A Special Conditions a “live” connection to RxCheck, is determined by BJA.

2.2 Peer-2-Peer Learning Coordinators (Optional Prevention Component)

“Peers” refer to OD2A recipients in other jurisdictions. Therefore, Peer-to-Peer curriculum and activities cannot be limited to activities within the recipient’s own jurisdiction and must be offered to those in other jurisdictions.

3 Recipient Self Assessments and Evaluation Plans

OD2A recipients are required to complete the annual OD2A **Self-Assessment survey by August 31, 2021**. An individualized link was shared with each jurisdiction by July 1, 2021 and is provided in your technical review. This survey will cover year 2 of your OD2A work. The Qualtrics online survey will display each recipient’s responses from the Year 1 assessment, please change your responses to reflect any changes in capacity.

Evaluation plans for year 3 are due in the Partners Portal 90 days after the start of the budget period. **You will be notified if there is a change in the due date.**

4 Fentanyl Test Strips

On April 7, 2021, the Department of Health and Human Services (HHS) announced that federal funding may now be used to purchase rapid fentanyl test strips (FTS) in an effort to help curb the dramatic spike in drug overdose deaths largely driven by the use of strong synthetic opioids, including illicitly manufactured fentanyl. This change applies to all federal grant programs as long as the purchase of FTS is consistent with the purpose of the program.

Recipients are permitted to spend up to \$100,000 per year to purchase fentanyl test strips to support surveillance and prevention projects. Recipients may revise their budgets to include the purchase of fentanyl test strips. Requests for purchases greater than \$100,000 will be handled on a case-by-case basis in discussion with CDC. Please alert your Project Officer if you are planning to request spending more than \$100,000 on fentanyl test strips.

Please refer to Fentanyl Test Strip Guidance dated May 10th for more details.

5 Unallowable Activities

Please note that regardless of the reviewer comments on the quality of a project proposal, the following activities are NOT allowable:

- Prohibited purchases: Naloxone/Narcan, syringes, furniture or equipment.

- Harm reduction and linkage to care activities are acceptable as long as O2DA funds are not used for prohibited purchases.
- HIV/HCV/other STD/STI testing.
- Drug disposal. This includes implementing or expanding drug disposal programs or drug take back programs, drug drop box, drug disposal bags.
- The provision of medical/clinical care.
- Wastewater analysis, including testing vendors, sewage testing and wastewater testing.
- Research.
- Direct funding for the provision of substance use disorder treatment.
- The prevention of Adverse Childhood Experiences (ACEs) as a stand-alone activity. However, activities related to ACEs are allowable if they pertain to establishing linkage to care, or to providing training to public safety and first responders on trauma-informed care.
- Public safety activities that do not include clear overlap/collaboration with public health partner and objectives.

Other unallowables:

- **Medication for Opioid Use Disorder (MOUD):** Funds can be used to support training and education related to treating opioid use disorder (OUD). However, OD2A funds cannot be used to pay for fees associated with obtaining a state medical license nor those associated with registration with the Drug Enforcement Administration (DEA) to prescribe controlled substances, necessary precursors to obtaining a waiver to prescribe buprenorphine to treat OUD. This applies to both direct reimbursements and contracts. If training, medical license, and/or DEA registration fee activities occur together, it must be clear that OD2A funds are not being used to cover the medical license nor DEA registration fees themselves. Other funding sources can be used to cover those fees.
- **Neonatal Abstinence Syndrome (NAS):** Funding the collection of NAS surveillance data is not allowable unless the activities are covered under the following examples (noted in the FAQs):
 - Surveillance of linkage to care during or after pregnancy for mothers who use opioids during pregnancy.
 - Tracking drug use patterns, overdose history, and linkage to treatment and risk reduction services for pregnant women.
 - Linking data sources on pregnant women available at the state and local level.
 - Prevention strategies and activities for pregnant women, infants born with NAS, and for healthcare provider/clinician support and education.
- **Human immunodeficiency viruses (HIV)/Hepatitis C surveillance (HCV):** Funding collection of HIV-related and HCV-related surveillance data is not allowable unless the activities are covered under the following examples:
 - Linking HIV/HCV datasets with drug overdose datasets.
 - Adding questions about substance use and drug overdose to interviews of people who newly acquired HIV and/or HCV conducted as part of reportable diseases surveillance.
 - Conducting interviews about substance use and drug overdose with people who have HIV and HCV because these groups are at high-risk of injection drug use.

Activities that must be funded under OD2A prevention and are unallowable under surveillance

- **Implementing prevention programs:** A recipient must fund prevention programs with OD2A prevention funds and not OD2A surveillance funds. For instance, the following activities can only be funded with OD2A prevention funds:
 - Hiring peer navigators to link people treated for an overdose in the emergency department with services.
 - Implementing a pilot project to enhance coordination of treatment of sexually transmitted diseases (e.g., HIV) and substance use disorders due to their frequent co-occurrence.
 - Forming a coalition of harm reduction groups in a state to create a strategic plan to expand and enhance harm reduction related to injection drug use.
- **Collecting or expanding data collection of EMS data using ODMAP:** Strategy 8 explicitly lists collecting first responder data (e.g., EMS and law enforcement) through ODMAP as a suggested activity: “Implement High Intensity Drug Trafficking Area’s (HIDTA) Overdose Detection Mapping Application (ODMAP).” (p. 32) Consequently, OD2A prevention funding should be used to fund first responder data collection activities and not

OD2A surveillance funding. Strategy 3 surveillance funding may be used to link EMS data collected in ODMAP to other data sources (e.g., emergency department data, treatment data, or workers compensation data).

- **Overdose Fatality Reviews (OFR):** For the purposes of this NOFO, Overdose Fatality Reviews are considered a prevention activity and not a surveillance activity. On page 26, Overdose Fatality Review is identified as a suggested activity related to *Strategy 5: Integration of State and Local Prevention and Response Efforts*.

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. **Allowable Costs/Contract Amount** –
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work. For work performed under a Scope of Work that results from a federally funded grant or contract, Contractor's costs must be in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be reasonable, necessary, and cost-effective (as reasonably determined by HRI). In calculating costs, the accounting practices of Contractor must be based on generally accepted accounting principles and practices appropriate to the circumstances and consistent with other comparable activities of Contractor. Costs resulting from inconsistent practices in excess of the amount that would have resulted from using practices consistent with this Section 2(c) are unallowable. Contractor shall supply documentation of such policies and procedures to HRI when requested.
 - d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. **Administrative, Financial and Audit Regulations** –
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally- funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	48 CFR Part 31.2	Uniform Guidance
Hospitals	2 CFR Part 215	45 CFR Part 74	Uniform Guidance

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
 - A copy of equipment policy if equipment is in the approved budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.
5. **Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.
6. **Representations and Warranties** – Contractor represents and warrants that:
- a) it has the full right and authority to enter into and perform under this Agreement;
 - b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
 - c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
 - d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. Indemnity - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance –

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH's logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or

familiar status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (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 Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the express written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return

receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Contractors located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.
- m) Contractor agrees it is compliant with New York State's training requirements for preventing sexual harassment and provides such training on an annual basis, pursuant to Section 201-g of the Labor Law.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the

Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.

e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs_ Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.

- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Attachment "B" Program Specific Clauses

1. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."
2. Budget Flexibility Percentage – Re-budgets/transfers among total cost categories are allowed up to 25% of the total contract budget, or \$250,000 whichever is less, without prior approval. Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.
3. Maximum Reimbursable Amount: In the event that a Maximum Reimbursable Amount has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract will not exceed the Maximum Reimbursable Amount. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.
4. Program funds cannot be used for:
 - Purchasing naloxone
 - Implementing or expanding drug "take back" programs or other drug disposal programs (e.g. drop boxes or disposal bags)
 - Directly funding or expanding direct provision of substance abuse treatment programs
 - Clinical care or direct patient care
 - Purchasing incentives or promotional systems
 - Research, fundraising or lobbying
 - Construction or major renovations



**HEALTH RESEARCH
INCORPORATED**

Clear Form

Vendor ACH Authorization Form

1. Please Check One:

NEW ACH ** CHANGE ACH ** CANCEL ACH

2. Vendor/Payee Information

Name: _____

Address: _____

Contact Person's Name (if other than payee): _____

Telephone Number: _____

Email Address: _____

3. Financial Institution Information

Bank Name: _____

Bank Address: _____

Name on Bank Account: _____

Bank Account Number: _____

Nine-Digit Bank Routing/Transit Number (ABA): _____

Type of Account: Checking Savings

** Included with all new or change submissions: Original voided check, or Original bank letter

4. Approvals/Authorizations - I certify that the information provided on this form is correct, and I hereby authorize Health Research, Inc. to electronically deposit payments to the bank account designated above. It is my responsibility to notify HRI (Subcon@healthresearch.org) immediately if I believe there is a discrepancy between the amount deposited to my bank account and the amount of the invoice(s) paid. I understand that I must notify HRI in writing immediately of any changes in status or banking information. I understand that this authorization will remain in full force and effect until HRI has received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than seven (7) to ten (10) business days.

Print Name: _____ Signature: _____ Date: _____

Form Submission

Please return completed form via email to: Subcon@healthresearch.org

For HRI Use Only:	Date Stamp - Received
<p><u>Signature:</u> <u>Date:</u></p> <p>Entered By: _____</p> <p>Approved By: _____</p>	



HEALTH RESEARCH
INCORPORATED

Date

On September 26, 2006, S. 2560, the Federal Funding Accountability and Transparency Act (FFATA) of 2006, was enacted. FFATA is intended to deter “wasteful and unnecessary” spending. Therefore, FFATA requires full disclosure to the public all entities or organizations **receiving federal funds**. HRI must track Federal funding to subrecipients in the amount of \$30,000 or more, by Congressional District.

Because your organization is a sub-recipient of Federal funds subcontracted to by Health Research, Inc., HRI is requesting certification from your organization of the below information:

Subcontract number: 6169-03	Subcontract Dates: 9/1/2021-8/31/2022
Subcontractor Name: Oneida County through the Health Department	Amount of Award: 172,000
CFDA #: 93.136	Funding Agency: CDC
Sponsor #: 5NU17CE9249740300	HRI Grant #: 15-0991-03
HRI PI: Ms. Glynnis Hunt	(For HRI Use Only) Executed Date:
Award Title: NYS Overdose Data to Action	

DUNS Number: _____

Subcontractor location including address: (zip code must include +4):

Subcontract primary performance location including address: **(zip code must include +4)**:

Please provide a brief description of the project your organization is being contracted for:

Executive compensation data: Subcontractors are required to report the names and total compensation of the five most highly compensated officers if in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Check 'Yes' and complete below table if in the preceding fiscal year, your organization received 80%+ and \$25M+ in annual gross revenue from Federal awards and the public does not have access to Sr. Executive compensation otherwise check 'No'.

Yes No

	Name	Compensation
Officer 1		
Officer 2		
Officer 3		
Officer 4		
Officer 5		

I certify that the above information accurately represents the organization for which I am an authorized representative.

Signature

Name - please print

Title

Email

Phone #

Date

Please return completed form electronically to HRIFATA@healthresearch.org



HEALTH RESEARCH INCORPORATED

To All HRI Subcontractors:

Attached are the Health Research, Inc. (HRI) voucher and report of expenditures forms. Your organization must use these forms for all vouchering under HRI subcontracts. **NOTE: If your organization inputs the HRI voucher forms into a computer program, please be sure copy matches the attached.** Contact HRI Subcontract Unit if you would like the voucher form in an excel file.

HRI would like to clarify items noted as being areas of misunderstanding in voucher preparation in an effort to expedite the vouchering and reimbursement process:

Cover (First) Page: The individual signing for the subcontractor organization, by signing the voucher is certifying to the following:

- 1) Expenditures represent the costs actually incurred by the subcontractor organization either directly in performance of or properly allocable to the subcontract.
- 2) That the subcontractor has on file documentation to support allocation of such costs to the agreement in accordance with applicable regulations and approved budget.
- 3) That costs claimed were incurred within the dates specified on the voucher.
- 4) That the claim is just, true, and correct.
- 5) That no part of the claim has been paid by HRI or any third party and that the balance is actually due and owing.
- 6) Overlapping voucher periods are **NOT** allowed except for the final voucher, which can be used to bill for expenses missed on previous vouchers for the entire subcontract period.

Report of Expenditures – Salary Expense – List the name and job title of all personnel and include pay period covered and number of pay periods. Make sure percentage of effort, annual salary, and requested budget amounts are listed for all staff. The percentage of effort should reflect the actual effort worked for the claim period. **Make sure the percent of effort claimed calculates correctly.**

Report of Expenditures - Equipment Expense –

- All equipment should be ordered and delivered within the period of the contract.
- All pieces of equipment purchased must be listed separately on the expense page.
- For every item of equipment purchased, a corresponding invoice must be submitted. A serial # (where applicable), check #, check date and amount of check is required for payment.
- If the invoice is dated outside of the contract period, a typed purchase order must be submitted showing the order date and delivery date. Please note, the purchase order # must be referenced on the invoice.
- Please denote whom the equipment is for, and assure that the proper % of allocation to the contract coincides with the % of effort for staff utilizing equipment. (Note: if a piece of equipment is 100% applicable to the program, please denote that on the expense page)

Report of Expenditures - Miscellaneous - HRI requires a breakdown for the following **Miscellaneous** expenses: (Please note that this is a list of most common Misc.-Other expenses. If there is something that does not appear on this list, or if unsure of what support may be needed, please contact HRI Subcontract Unit)

- **Space** - If the contractor is vouchering for Miscellaneous - Space, all rental location addresses **MUST** be listed on the voucher. A complete street address, with city, state and zip code is required.
- **Stipends** - For all types of stipends, list type of stipend and cost per each, or actual receipts/invoices.
- **Nutritional / Patient Incentives** - # of incentives, cost per incentive and description of incentive, or actual receipts/invoices. Must provide incentive distribution logs.

- **Food / Refreshment / Meeting Costs** (in excess of \$100) - This can be provided in two different ways. (1) # of persons attending meeting and cost per person; **or** (2) copies of receipts showing what was purchased. Receipts may not include bottle deposits or tax amounts.
- **Staff training / development** - how many staff and at what cost per staff person, date of training.
- **M&R expense (maintenance and repairs expense)** - provide breakdown of what was repaired and cost for each repair.
- **Speakers** - rate per hour and # of hours and date of engagement.
- **Honoraria** - cost per honorarium.
- **Recruitment costs** – breakdown of costs
- **Participant Costs** - # of participants/cost per person, date of activity, type of activity, or actual receipts/invoices.
- **Conference Costs / Luncheons**- # of participants / cost per person, date of event, or actual receipts/invoices.
- **Tax** is not allowable.
- **Bottle Deposits** are not reimbursable.

(Please keep in mind HRI reserves the right to request additional backup documentation for items that may be listed on any voucher submitted or to institute specific documentation requirements in the contract itself).

Report of Expenditures - Subcontract/Consultant – The name, hours worked and rate of pay must be included in the “Notes” section of this form. HRI will accept an invoice as support for the consultant expense.

Indirect Costs (IDC)/Administrative – If contractor has a federally approved IDC rate, it must be noted on the top right hand corner of the Report of Expenditures. The expense must work out to the percentage of the federally approved rate or lower. Federal regulation allow for 10% Modified Total Direct Cost (MTDC) de minimus (see definition) – Expense claimed based on this must exclude the below items if included on the voucher.

Definition MTDC: MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant costs and the portion of each subaward in excess of \$25,000.

In general, Subcontractors are reminded of the following:

Timing of Expenditures: Only those expenses incurred or properly obligated during the period of your HRI subcontract can be charged against your HRI subcontract. For example, if a pay period crosses the start or end date of your agreement, only charge for those days that fall within the subcontract dates. If purchasing goods and services, those goods and services must be ordered and delivered within the period of the agreement. Place a **firm order with the vendor** during the subcontract dates from which the expense for the goods and services will be paid (i.e. Must be a purchase commitment issued to the vendor. "Internal" purchase orders are not acceptable as it does not constitute a commitment to the vendor). In all cases, the expenditures for goods and services must benefit the work funded under the agreement in order to be allowable. If such benefit cannot be established, HRI will not permit reimbursement of the expense, regardless of when it was incurred. Expenses for goods and services ordered after the termination date of the agreement will not be honored.

Considerations for Cost Reimbursable Subcontracts: Only those costs incurred to conduct the HRI subcontract activity may be charged to the HRI subcontract. If the approved budget includes costs that will be allocated (costs that benefit both the HRI subcontract activity and some other activity at the organization) these costs must be allocated in the proportion to which those costs support each of those activities. This allocation should be used consistently throughout the organization (if applicable). Additionally, *costs must be incurred*

before billed for. Charging for anticipated expenses or before actually disbursing funds for those expenses is not permitted and is contrary to the certification made on the face page of the voucher.

Budget flexibility - May be a percentage per budget line or a percentage of the total budget amount depending on the contract agreement.

- If the contract states 25% line item budget flexibility, the contractor may voucher for up to 25% over each specific line as long as there is savings on another line to compensate for the overage.
- If the contract states 25% total budget flexibility, the contractor may voucher on a specific line for a total of up to 25% of the total budget as long as there is savings on another line to compensate for the overage.
- Under no circumstances can the contractor voucher for more than the total budget.
- Re-budget is required if contractor is billing against a budget line that was not in the original budget or over budget flexibility.

Re-budgeting: If a re-budget is necessary in order to meet the goals of the agreement, such re-budgets should be submitted before incurring expenses. *Any expenses incurred by the subcontractor before receipt of approved budget modification are at the subcontractor's own risk.*

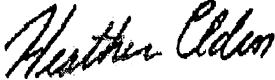
Timely vouchering: Timely vouchering is extremely important. Vouchers should be submitted within 30 days of the end of the claim period. Voucher frequency, monthly or quarterly, is indicated on the agreement cover page. Final vouchers must be submitted within 60 days of the termination date of your contract (unless otherwise noted in your agreement) and should be marked as **"FINAL VOUCHER"**.

Final Voucher: After the final voucher is received, reviewed and processed by the HRI Subcontract Unit it goes to the HRI Audit Unit where a review of all the vouchers paid against the contract is performed to ensure that all categories reimbursed have been properly claimed. At this time, the contractor may be asked for additional information with regards to any and all vouchers previously paid by HRI. If any adjustments are necessary, the final voucher will be reduced by that amount prior to being approved/paid.

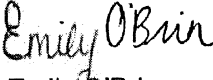
Vouchers can be submitted electronically to your Contract Manager listed in Exhibit "C" of the contract.

If you have any questions regarding the attached forms, please contact your Contract Manager or the HRI Subcontract Unit at (518) 431-1200 or at subcon@healthresearch.org.

Sincerely, --


Heather Elden
Contract Administrator II


Katherine Hamel
Contract Administrator I


Emily O'Brien
Contract Administrator I


Audrey Bell
Assistant Contract
Administrator

NOTES	
-------	--

J

NOTES

NOTES



Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: HEALTH RESEARCH, INC.

DOS ID: 87878

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: -

ENTITY STATUS: Active

DATE OF INITIAL DOS FILING: 07/22/1953

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 07/22/1953

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS:

COUNTY: Albany

NEXT STATEMENT DUE DATE: 07/31/1955

JURISDICTION: New York, United States

NFP CATEGORY: CHARITABLE

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: THE CORPORATION

Address: 150 BROADWAY SUITE 560, MENANDS, NY, United States, 12204

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Name and Address

Name:

Address:

Registered Agent Name and Address

Name: HEALTH RESEARCH, INC.

Address: 84 HOLLAND AVE, ALBANY, NY, 12208

Entity Primary Location Name and Address

Name:

Address:

FarmcorpFlag

Is The Entity A Farm Corporation: No

Stock Information

Share Value

Number Of Shares

Value Per Share



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

January 25, 2022

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 22083

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

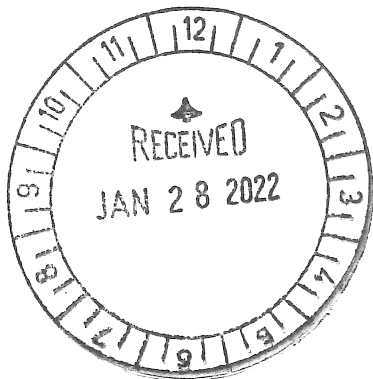
Attached is a multi-year Agreement between Oneida County through its Health Department – Early Intervention Program and the New York State Department of Health (NYSDOH). The NYSDOH Master Grant (DOH01-C3147GG-345000) is to support the County's Early Intervention Program that establishes a single point of entry for the referral of children who are at risk for developmental delays or potentially eligible children to the Early Intervention Program.

This agreement includes the NYSDOH approved budget and work plan for year one (1) of the five (5) year agreement. The five year term runs from October 1, 2021 through September 30, 2026 with the current term being October 1, 2021 to September 30, 2022. The total five year reimbursement amount of \$668,690.00 and the current one year reimbursement amount is \$133,738.00.

If this agreement meets with your approval, please forward to the Board of Legislators for further action.

Sincerely,

Daniel W. Gilmore, PH.D., MPH
Director of Health



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 1-27-22

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public 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
Empire State Plaza
Albany, New York 12237

Title of Activity or Service: Early Intervention Administration Grant

Proposed Dates of Operation: October 1, 2021 through September 30, 2026

Client Population/Number to be Served:

Summary Statements

- 1) **Narrative Description of Proposed Services:** Establish a single point of entry for referral of children who are at risk for developmental delays or potentially eligible children to the Early Intervention Program.
- 2) **Program/Service Objectives and Outcomes:** Ensure referral to the EIO/D of children with a suspected delay or disability. The project services the entire county including rural areas with special emphasis to target the inner city neighborhoods as well as children diagnosed with high blood lead levels.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$668,690.00 **Expense Account:** A4059
Revenue Account: A4451

Oneida County Dept. Funding Recommendation: \$668,690.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% NYSDOH funded

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>Department of Health</p> <p>Corning Tower Empire State Plaza Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01</p> <p>CONTRACT NUMBER: DOH01-C36419GG-3450000</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>Oneida County Public Health Department</p>	<p>PROJECT NAME:</p> <p>Early Intervention Administration</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595</p> <p>Federal Tax ID Number: 156000460</p> <p>DUNS Number (if applicable): 075814186</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>84.181A</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>185 GENESEE ST 4TH FL UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code: 300100000000</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption State/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DOH01-C36419GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 10/01/2021 To: 09/30/2026</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 10/01/2021 To: 09/30/2026</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$668,690.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p align="center"> <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal <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	10/01/2021-09/30/2022	\$133,738.00		
2	10/01/2022-09/30/2023	\$133,738.00		
3	10/01/2023-09/30/2024	\$133,738.00		
4	10/01/2024-09/30/2025	\$133,738.00		
5	10/01/2025-09/30/2026	\$133,738.00		

Contract Number: # DOH01-C36419GG-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 C

Attachment M

Contract Number: # DOH01-C36419GG-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: _____

**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-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², 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

¹ 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).

² 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-C36419GG-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.³

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.

³As 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:⁴ 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:⁵ 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:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ 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.

⁴ 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.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ 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:⁸ 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,

⁸ 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:⁹ 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.

⁹ 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

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
<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 (monthly or 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:

New York State Department of Health
Bureau of Administration, Finance & Contract Management Unit
Empire State Plaza, Corning Tower Building, Room 859
Albany, NY 12237

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: Christia Shelton

Title: Health Program Administrator

Address: New York State Department of Health

Bureau of Administration, Finance & Contract Management Unit

Empire State Plaza, Corning Tower Building, Room 859

Albany, NY 12237

Telephone Number: (518) 473-4441

Facsimile Number: (518) 473-3391

E-Mail Address: christia.shelton@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

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

Department of Health Program Name: Center for Community Health

Initiative Name: Early Intervention Administration

A. SUBCONTRACTS

1. In addition to those terms set forth in the Master Contract concerning subcontractors, the following terms shall also apply:
 - a. Unless otherwise authorized or directed by the Department, all proposed subcontracts for the performance of the obligations contained herein require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. All such agreements between the Contractor and subcontractors shall be by bona fide written contract, which may only be changed by expressed written consent of both parties and upon prior approval of the Department.
 - b. The Department shall have the right to contact any subcontractor directly concerning the Performance of the obligations contained herein and to require the attendance of the Subcontractor at any or all meetings between the Contractor and Department, at which the performance of the Contractor pursuant to this Master Contract will be discussed.
 - c. Any interest accrued on funds provided to the contractor by the Department pursuant to the contractors request for an advance payment, shall either be used to reduce reimbursement owed to the Contractor by the Department pursuant to this Master Contract, or at the direction of the Department, used to provide additional services provided for under this Master Contract.

- B.** The Contractor agrees to identify the position(s) and the incumbent(s) responsible for directing the work to be done under this Master Contract. The Department may, at its discretion, require the Contractor to request prior approval from the Department to change or substitute such responsible person(s), to the degree that such change is within the reasonable control of the Contractor.

C. PUBLICATIONS AND COPYRIGHTS

1. The Contractor agrees that any and all materials, publications, videos or curricula conceived, produced and/or reduced to practice pursuant to this Master Contract, or with monies supplied pursuant to this Master Contract, shall become property of the Department.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

2. Pursuant to Section IV(G)(2)(a) of the Master Contract, the Contractor shall acknowledge the support of the State and Department of Health with the following language: “Produced with funding from The New York State Department of Health, Division of Family Health.”
3. Except as otherwise provided in Section IV(G)(3) of the Master Contract, the Department and the State of New York expressly reserve the right to reproduce, publish distribute, copyright or otherwise use, in perpetuity, any and all materials, publications, videos or curricula conceived and produced pursuant to this Master Contract and all the activities supported thereunder.
4. The Contractor agrees that unless otherwise provided by the terms of this Master Contract, the Contractor is expressly prohibited from copyrighting the materials developed in the course of this Master Contract, or permitting others to do so without the prior written consent of the Department.
5. If any materials paid for under this contract are used in a revenue generating activity, the Contractor shall report such intentions to the Department for prior written approval and shall be subject to the direction of the Department as to the disposition of such revenue.

D. PURCHASING

1. All procurement transactions, including but not limited to equipment purchases and leases, supplies, conference, training, or seminar related expenditures, and other services whose cost is borne in whole or in part by this contract shall be conducted in a manner to provide , to the maximum extent practicable, open and free competition.
 2. In addition to the requirements of Section IV (D) of the Master Contract, procurement records and files for purchases in excess of \$5,000 shall include the following:
 - a. basis for selection;
 - b. listing of bidders solicited or vendors contacted, including but not limited to the response from each bidder or vendor to the solicitation;
 - c. justification for lack of competition when competitive bids or offers are not obtained;
 - d. basis for award cost or price.
- E.** Reimbursement for any travel related expenses, including but not limited to transportation, lodging, and meal expenses shall be based upon the actual, necessary and reasonable expenses essential to the ordinary comforts of the traveler in the performance of the duties under this Master Contract and shall be reimbursed pursuant to the terms of Section III (5) of the Master Contract.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

F. EQUIPMENT/INVENTORY REPORT

1. In addition to the requirements contained in Section IV (c) (1) and Section IV (D) (2) of the Master Contract, A complete inventory of all property as defined in Section IV (D) (1) shall be maintained by the Contractor who shall report to the appropriate Program Director of the State Department of Health acquisitions of equipment. All such equipment shall be identified in a suitable manner. An annual inventory of such equipment shall be submitted to such Program Director by the Contractor and is to be inclusive of all such equipment received during the contract year, within 45 days after the completion of the services to be performed under this Master Contract. Disposition of the inventoried property will be made in accordance with the Master Contract and applicable provisions of law.

G. HEALTHY MEETING GUIDELINES

For Agreements under Which Contractors Receive Reimbursement from the State for all or a portion of meeting costs: By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the Departments' requirements for healthy meetings when the State is reimbursing for all or a portion of the meeting costs. The Department reserves the right to review the site, menu and agenda so that the State can ensure the nutrition, physical activity, sustainability and tobacco-free guidelines are met. The Healthy Meeting Guidelines and frequently asked questions can be accessed at: 3TU http://www.health.ny.gov/funding/cch_hmr_faq.pdf.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part B. Program Specific Clauses

New York State Department of Health

H. REFUSAL OF FUNDS FROM TOBACCO-RELATED ENTITIES

By signing this AGREEMENT, the CONTRACTOR certifies that it has a written policy prohibiting any affiliation¹ with a tobacco company or tobacco product manufacturer² including receipt of gifts, grants, contracts, financial support and in-kind support, and other relationships. CONTRACTOR certifies that no not-for-profit subcontractors receiving funding through this AGREEMENT for work instrumental to achieving the goals and objectives of the grant has any affiliation with a tobacco company or tobacco product manufacturer. More information regarding tobacco-free requirements, including frequently asked questions, can be found at: http://www.health.ny.gov/funding/cch_rfte_faq.pdf.

¹ Affiliation:

- being employed by or contracted to any tobacco company, association or any other agents known by you to be acting
- for tobacco companies or associations;
- receiving honoraria, travel, conference or other financial support from any tobacco company, association or any other
- agents known by you to be acting for or in service of tobacco companies or associations;
- receiving direct or indirect financial support for research, education or other services from a tobacco company,
- association or any agent acting for or in service of such companies or associations, and;
- owning a patent or proprietary interest in a technology or process for the consumption of tobacco or other tobacco use
- related products or initiatives.

² Tobacco company or tobacco product manufacturer: any person, corporation or entity, including any repacker or relabeler, who:

- manufactures, fabricates, assembles, processes, or labels a tobacco product; or
- imports a finished tobacco product for sale or distribution in New York State.

**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,

March 6, 2018

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:

March 6, 2018

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,

March 6, 2018

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.

March 6, 2018

- 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: Early Intervention Administration

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2021

To: 09/30/2022

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$87,806.97	\$0.00	0 %	\$0.00	\$87,806.97
b) Fringe	\$45,088.88	\$0.00	0 %	\$0.00	\$45,088.88
Subtotal	\$132,895.85	\$0.00	0 %	\$0.00	\$132,895.85
2. Non Personal Services					
a) Contractual Services	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Travel	\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$842.15	\$0.00	0 %	\$0.00	\$842.15
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$842.15	\$0.00	0 %	\$0.00	\$842.15
TOTAL	\$133,738.00	\$0.00	0 %	\$0.00	\$133,738.00

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

POSITION TITLE	SALARY					NUMBER OF MONTHS FUNDED	TOTAL
	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED				
Director of Health	\$124,187.00	35	0		12	\$0.00	
Deputy Director of Health	\$87,937.00	35	0		12	\$0.00	
Fiscal Services Administrator	\$71,043.00	35	0		12	\$0.00	
Director of Special Children Services	\$95,902.00	35	0		12	\$0.00	
Office Specialist I - Annalee Gordon	\$28,685.00	35	90		12	\$25,816.50	
Sr. Office Specialist 1- Jessica Kaiser	\$25,387.00	35	50		12	\$12,693.50	
Public Health Nurse - Michelle Jones	\$75,356.00	35	17		12	\$12,810.52	
Program Manager - Theresa Parkany	\$66,339.00	35	55		12	\$36,486.45	
					Subtotal	\$87,806.97	
TOTAL FRINGE							
						\$45,088.88	
PERSONAL SERVICES TOTAL						\$132,895.85	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	TOTAL
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

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
Office Supplies		\$842.15
	TOTAL	\$842.15

OTHER - TYPE/DESCRIPTION	TOTAL
TOTAL	

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Early Intervention Administration

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2022

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes. This project ensures that our municipality will be able to continue to provide a single point of entry for referral to the EIO/D of children with a suspected delay or disability. The project allows for us to service the entire county including rural areas. We are able to target the inner city neighborhoods as well as our increasing refugee population. On an annual basis we are able to reach over 1,000 children through our various network and outreach efforts. Our program is available Mon - Fri, 8:30-4:30 with the opportunity to see families outside of these hours if necessary.

ATTACHMENT C - WORK PLAN

DETAIL

Objective

1 See detailed work plan in Attachment C - See detailed work plan in Attachment C

Tasks

1.1 See detailed work plan in Attachment C - See detailed work plan in Attachment C

Performance Measures

1.1.1 See detailed work plan in Attachment C - See detailed work plan in Attachment C

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ___ days after the end of the contract period.

Consolidated Fiscal Report (CFR)

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.

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-C36419GG-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

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

PROJECT SPECIFIC REPORTING REQUIREMENTS EARLY INTERVENTION ADMINISTRATION

1. Data Reports

Submission of Data

The Contractor will submit data to the State in a format to be provided by State DOH. Prior to submission, data entry into the Early Intervention data system is to be complete (through entry of service records) and accurate for all children who are served (with an initial IFSP) in the Early Intervention Program in accordance with the following schedule:

Quarterly Reports Due Annually as follows:

Q1 7/1 - 9/30 due 10/30

Q2 10/1 - 12/31 due 1/30

Q3 1/1 - 3/31 due 4/30

Q4 4/1 - 6/30 due 9/30

2. Ad Hoc Reports

On occasion, other reports may be required to determine contract compliance and quality of service being rendered (e.g. sample case studies, corrective action plans, quality improvement surveys). A copy of these reports will be submitted within the specified timeframe(s) to the county's regional office staff representative.

Submission of data and completion of surveys to respond to statutorily required reports shall be required as necessary. A copy of any completed surveys will be submitted within the specified timeframe(s) to the county's regional office staff representative.

3. Local Reports

As required by the U.S. Department of Education, during the contract period the Department will analyze Contractor's own data using methodologies defined by the U.S. Department of Education to determine Contractor's performance for eight federally-defined indicators. The Department will provide the results back to the Contractor and the Contractor will submit a report in response to each indicator. The content and format of the report will be determined by the Department. The eight federally-defined indicators are:

- a. Percent of infants and toddlers with Individual Family Service Plans (IFSPs) who receive EI services on their IFSPs in a timely manner;
- b. Percent of infants and toddlers with IFSPs who receive EI services primarily in the home or in programs for typically developing children;
- c. Percent of infants and toddlers with IFSPs who demonstrate improved positive social-emotional skills, acquisition and use of knowledge and skills, and use of appropriate behaviors to meet their needs;
- d. Percent of families participating in Part C who report that early intervention services have helped the family know their rights, effectively communicate their children's needs, help their children develop and learn;
- e. Percent of infants and toddlers birth to one year with IFSPs;
- f. Percent of infants and toddlers birth to three years with IFSPs;
- g. Percent of eligible infants and toddlers with IFSPs for whom an evaluation and assessment and an initial IFSP meeting were conducted within 45 days;
- h. Percent of all children exiting Part C who received timely transition planning to support the child's transition to preschool and other appropriate community services by their third birthday, including: IFSPs with transition steps and services, notification to Local Education Agency (LEA) if child potentially eligible for Part B, and transition conference, if child potentially eligible for Part B.

On occasion, the Department may provide the results of other State analyses of local data back to the Contractor. Upon the request of the Department, the Contractor will submit a report in response to all or some of the data analyses, in a format to be determined by the Department.

**ATTACHMENT C - WORK PLAN
SUMMARY**

PROJECT NAME: Early Intervention Administration Contracts

CONTRACTOR SFS PAYEE NAME: _____

CONTRAT PERIOD: From: October 1,2021
To: September 30,2026

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

Project Summary:

The mission of the statewide Early Intervention Program (EIP) is to identify and evaluate as early as possible those infants and toddlers whose healthy development is compromised and provide appropriate intervention to improve child and family development.

Local governments are responsible for administering the EIP, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the following work plan developed by the Department

**ATTACHMENT C – WORK PLAN
DETAIL**

OBJECTIVE	TASKS	PERFORMANCE MEASURES
<p>Objective Name: 1. Public Awareness and Child Find</p> <p>Municipalities will ensure that primary referral sources are aware of their responsibilities; that required provisions related to initial service coordination are implemented; and that procedures to complete evaluations, determine eligibility, and report eligibility determinations are implemented according to all regulatory requirements.</p>	<p>Task Name: 1.1 Establish and maintain a single point of entry for referral of children who are at risk for developmental delays or potentially eligible children to the EIP and have a process in place for immediate referral of children suspected of having a developmental delay to the Early Intervention Official/Designee (EIO/D) if public health officers are designated to receive referrals. An increase in referrals of children at risk for delays is anticipated due in part to changes in Public Health Law (PHL) that became effective October 1, 2019 related to elevated venous blood lead levels.</p>	<p>Performance Measure Name: 1. Municipalities will comply with all requirements in this Work Plan as required by the Department for Tasks 1.1-1.12</p>
	<p>1.2 Disseminate public awareness materials and materials related to the EIP and Child Health Plus (including standardized referral forms to be used by primary referral sources, e.g., hospitals, pediatricians, day care providers, etc.) and promote local awareness of the EIP. Public awareness materials will be responsive to the cultural backgrounds of the families who reside in the municipality.</p>	
	<p>1.3 Educate health care providers and primary referral sources about the importance of developmental screening, the availability of the EIP, and the requirement to refer children under the age of three years suspected of or at risk for</p>	

	developmental disability to the EIO/D in the municipality that the child resides.	
	1.4 Establish a working relationship with child protection agencies regarding the Child Abuse Prevention and Treatment Act (CAPTA) and address referral and screening requirements for children under three years of age who are subjects of substantiated cases of abuse and neglect.	
	1.5 Make other reasonable efforts to identify and locate children within the municipality who are potentially eligible for the EIP.	
	<p>1.6 Promote a local process to engage children in the primary health care system, including:</p> <ul style="list-style-type: none"> ➤ Coordinating efforts to locate and recover at-risk children who have been disengaged from the primary health care system and reengage those children in primary care where they will receive periodic developmental surveillance and screening. ➤ Establishing linkages to other county health/community programs that currently have the responsibility to track at-risk children, and ensure that these children are followed and receive periodic developmental surveillance through those programs; and, ➤ Conducting follow-up activities with infants who have been referred by a hospital or have failed the initial newborn hearing screening and have not had a second infant hearing screening or diagnostic audiological evaluation as applicable. 	

	<p>1.7 Ensure that any direct developmental screening conducted by the municipality is only conducted as a last resort, is not duplicative, and is provided only to at-risk children who have been identified as outside the primary health care system who cannot be reengaged in that system successfully. Documentation should identify these children as at risk of developing a disability or developmental delay. At-risk children are entitled to a multidisciplinary evaluation, municipalities cannot "prescreen" or "rescreen" them (e.g., complete a developmental screening such as the ASQ or other type of screening) to determine whether an evaluation should be completed or what type should be administered.</p>	
	<p>1.8 Ensure that parents are fully informed of and understand their rights and entitlements under the EIP, including providing Early Intervention Steps: A Parent's Basic Guide to the Early Intervention Program to parents by mail or other suitable means within seven business days. This publication is available in 18 languages (including English) and is found at: https://www.health.ny.gov/publications/0532/. Communications must be in the family's dominant language unless it is clearly not feasible to do so.</p>	
	<p>1.9 Ensure that the municipality appropriately designates in writing a qualified initial service coordinator (SC) (State-approved service providers) for each referred child, promptly notifies the</p>	

	<p>parent in writing, and that the initial SC performs required activities, including:</p> <ul style="list-style-type: none"> ➤ Arranging a contact with the parent within five business days of receipt of referral from the EIO/D in a time, place, and manner reasonably convenient for the parent. ➤ Assisting the parent in identifying and applying for Medicaid or other public benefit programs (such as Child Health Plus or SSI) for which the family may be eligible. ➤ Informing parents of potentially eligible children of their rights under the EIP. ➤ Collecting information necessary to establish third-party coverage for eligible children, including Medicaid, Child Health Plus, and commercial insurance. ➤ Assisting parents in gaining access to a multidisciplinary evaluation for their child for the purpose of determining eligibility according to regulatory requirements, including providing parents with all options for evaluation and objectively reviewing with parents evaluation options to allow them to make an informed choice regarding the evaluator's specialties, availability, and location; and ➤ In consultation with the evaluator and with parent consent, notify regional offices of the Office of People with Developmental Disabilities (OPWDD) if a child is found to be potentially eligible for services under that agency. 	
	<p>I.10 Ensure that the parent and municipality receive the evaluation report</p>	

	<p>in a timely manner prior to the initial Individualized Family Service Plan (IFSP) so the IFSP meeting can be held within 45 days of the child's referral.</p>
<p>1.11 Ensure families are fully informed about the availability of other supports and services (such as Health Homes, the comprehensive Home and Community Based Services (HCBS) waiver, the Children and Youth with Special Health Care Needs (CYSHCN) Program, etc.) that may be needed by the child and family.</p>	
<p>1.12 Ensure that only eligible children receive individualized family service plan (IFSP) services.</p>	

**ATTACHMENT C – WORK PLAN
DETAIL**

OBJECTIVE	TASKS	PERFORMANCE MEASURES
<p>Objective Name: 2. Family-Centered Services Municipalities will ensure that the development and implementation of the IFSP is timely, meets all regulatory requirements, and that parents are involved in the planning and evaluation of service delivery.</p>	<p>Task Name: 2.1 Ensure that the EIO/D provides for adequate time before the meeting date so that the family and other participants will be able to attend. 2.2 Ensure that the EIO/D sends timely written notice (two or more days before the meeting) of all IFSP meetings to required participants.</p>	<p>Performance Measure Name: 2. Municipalities will comply with all requirements in this Work Plan as required by the Department for Tasks 2.1—2.10</p>

	<p>2.3 Ensure that the EIO/D and all other required members participate in IFSP meetings, including six-month reviews. IFSP reviews can be conducted by an in-person meeting or other means agreed to by the parent that may include a telephone or video conference call or record review and written correspondence.</p>	
	<p>2.4 Ensure that initial IFSPs are completed in a timely manner so that the IFSPs are in compliance with the 45-day timeline from date of referral and that it is documented in the child's record and in the EI data system(NYEIS or its successor system, the EI-Hub, as applicable) no later than 15 days after IFSP approval.</p>	
	<p>2.5 Ensure that the development of IFSPs meets all regulatory requirements for every eligible child, including that IFSP meetings are held within the required time frames and that it is documented in the child's record and in the EI data system (NYEIS/EI-Hub) if the timeline is not met.</p>	
	<p>2.6 Ensure that services discussed by the IFSP team and agreed upon between the parent and EIO/D are clearly stated, in writing, in IFSPs authorized by the municipality.</p>	
	<p>2.7 Ensure that due process rights of mediation, impartial hearing, and system complaints, as outlined in <i>Early Intervention Steps: A Parent's Basic Guide to the Early Intervention Program</i>, are provided to the parent whenever there is a dispute regarding services. The municipality is responsible for:</p>	

	<ul style="list-style-type: none"> ➤ Notifying the community dispute resolution center of the parent /guardian request: ➤ Being an active participant in the resolution of a dispute, including being available for attendance during mediations and impartial hearings; and, ➤ Cooperating with the system complaint process including the development of an acceptable corrective action plan which ensures continued compliance with statute and regulation. 	
	<p>2.8 Ensure that parents understand that they may accept or decline any early intervention service without jeopardizing other early intervention services.</p>	
	<p>2.9 Secure written parental permission for the confidential exchange of information among parents, evaluators, service providers, service coordinators, and/or other individuals according to federal and State law and regulation.</p>	
	<p>2.10 Ensure that families are included in all aspects of the early intervention process and have the services needed to maximize their involvement.</p>	

**ATTACHMENT C – WORK PLAN
DETAIL**

OBJECTIVE	TASKS	PERFORMANCE MEASURES
<p>Objective Name: 3. Child and Family Outcomes Municipalities will support and facilitate the collection of child and</p>	<p>Task Name: Child Outcomes 3.1 Ensure that a sufficient number of children found eligible are enrolled in the Child Outcome Summary (COS) process. Children enrolled in the COS process should</p>	<p>Performance Measure Name: 3. Municipalities will comply with all requirements in this Work Plan as required by the Department for Tasks 3.1-3.7</p>

<p>family outcomes and will actively participate in the State Systemic Improvement Plan (SSIP) to improve the delivery of family-centered early intervention services, and, as a result, improve family outcomes.</p>	<p>be younger than thirty months of age at the time of the first IFSP.</p>	
	<p>3.2 Ensure that a COS form is completed at the child's first IFSP meeting and again at the time of the IFSP meeting closest to exiting the EIP</p>	
	<p>3.3 Ensure that the inclusion of the child in the COS process is indicated in the EI data system (on the child's home page in NYEIS or in the child/family outcomes COSF entry/exit area in the EI/EI Hub).</p>	
	<p>3.4 Ensure that completed forms are sent in a timely manner to be included in the calculation of the Annual Performance Report (APR) indicator for child outcomes.</p>	
	<p>3.5 Ensure that the contact information, including names of parents and caregivers and children, street address, towns, state, and zip code, is kept current in the EIP data system, and that the language spoken by the family is indicated.</p>	
	<p>3.6 Participate in the statewide quality improvement and will work with the Department, with Early Intervention Official/Manager/Designee representation and other stakeholders/team members as applicable to implement evidence-based strategies to increase family-centered service delivery through the early intervention program.</p>	
	<p>3.7 Participate in Department-sponsored training as requested.</p>	

**ATTACHMENT C – WORK PLAN
DETAIL**

OBJECTIVE	TASKS	PERFORMANCE MEASURES
-----------	-------	----------------------

Objective Name:	Task Name:	Performance Measure Name:
<p>4. Service Delivery and Natural Environments</p> <p>Municipalities will be responsible to ensure that services are individualized and delivered in accordance with the IFSP in environments appropriate to the unique needs of the child, and in a timely fashion.</p>	<p>4.1 Assist the Department with provider outreach activities to ensure that all models of early intervention service delivery (home/community-based individual/collateral visits, office/facility-based individual/collateral visits, parent-child groups, group early intervention services, family/caregiver support groups) are continuously available.</p> <p>4.2 Make reasonable continuous efforts to ensure all service early intervention services [Section 69-4.1(2)] are available, as needed by eligible children and their families</p> <p>4.3 Ensure that the projected dates for initiation of services specified in IFSPs, including any amendments, are as soon as possible but no later than 30 days after the parent provides written consent for the services. If the parent and other members of the IFSP team determine IFSP services must be appropriately initiated more than 30 days after the written parental consent is obtained, the services must be delivered no later than 30 days after the projected date of initiation of those services in the IFSP. Services specified in IFSPs must be provided continuously for the entire period that the IFSP is in effect.</p> <p>4.4 Ensure that all services use an individualized approach for both children and their families, including consideration and respect for cultural, ethnic, and other individual and family characteristics and lifestyles.</p>	<p>4. Municipalities will comply with all requirements in this Work Plan as required by the Department for Tasks 4.1-4.6.</p>

	<p>4.5 Ensure that services are provided in home and community-based settings to the maximum extent appropriate for the needs of the eligible child and, if services are not provided in natural environments, an explanation is provided in the IFSP. Natural environments include settings that are natural or normal for the child's age peers who do not have disabilities, including the home, a relative's home when childcare is provided by the relative, a child care setting, or other community settings in which children without disabilities participate.</p>	
	<p>4.6 Ensure that procedures are in place to change a service provider and to provide appropriate notification to the parent and other providers delivering IFSP services. The procedure implemented does not require an IFSP amendment for a change in the provider of record and any process implemented must not delay service provision.</p>	

**ATTACHMENT C- WORK PLAN
DETAIL**

OBJECTIVE	TASKS	PERFORMANCE MEASURES
<p>Objective Name: 5. Delivery of Transportation and Respite Services</p> <p>Municipalities will be responsible to ensure that respite and transportation services are individualized and that these services are delivered in accordance with the IFSP and delivered in a timely fashion.</p>	<p>Task Name: 5.1 Ensure that procedures are in place to ensure that respite services are available and that respite services are authorized in accordance with established criteria in Early Intervention Program regulations at 10 NYCRR section 69-4.18 and guidance when requested by the family.</p>	<p>Performance Measure Name: 5. Municipalities will comply with all requirements in this Work Plan as required by the Department for Tasks 5.1-5.2.</p>

	<p>5.2 Ensure that procedures are in place to ensure that transportation services are available when needed by the family, in accordance with applicable Early Intervention Program regulations at 10 NYCRR section 69-4.19 and guidance.</p>	
<p>6.Objective Name: Transition</p> <p>Municipalities will ensure that a transition plan is created for all children, with the family, and is included in the child's record/IFSP; that transition steps occur within the required timelines; that gaps in services do not occur for children who are potentially eligible for services under section 4410 of the Education Law; and that referrals to other appropriate early childhood programs are made.</p>	<p>Task Name:</p> <p>6.1 Ensure that children thought to be potentially eligible for services under Section 4410 of the Education Law can smoothly transition from the EIP to the Preschool Special Education Program.</p>	<p>Performance Measure Name:</p> <p>6. Municipalities will comply with all requirements in this Work Plan as required by the Department for Tasks 6.1-6.3.</p>
	<p>6.2 Ensure that a transition plan to other childhood and support services is developed and implemented for children determined not eligible by the Committee on Preschool Special Education (CPSE) and that parents are assisted to access such services.</p>	
	<p>6.3 Ensure that children determined not eligible by the CPSE are discharged from the EIP by the day before their third birthday.</p>	
<p>7. Objective Name: 7.Administration</p> <p>Municipalities will strive to continuously improve the administration of the EIP in an effort to enhance the quality of services and payment of services.</p>	<p>Task Name:</p> <p>7.1 Comply with all federal and State laws and regulations regarding submission of data.</p> <p>7.2 Ensure that proper procedures exist to resolve disputes or complaints and parents are made aware of their rights to due process procedures to resolve such disputes or complaints through mediation and an impartial hearing.</p>	<p>Performance Measure Name:</p> <p>7.Municipalities will comply with all requirements in this Work Plan as required by the Department for Tasks 7.1-7.11.</p>

	<p>7.3 Ensure that proper procedures exist to maximize third-party reimbursement for services by ensuring that children's social security numbers, Medicaid enrollment status, identification numbers, and/or information of any other insurance or health benefits plan is obtained upon initial referral or as early as possible, and maintained in a confidential manner and that data is timely entered into the Department's EI data system (NYEIS/EI-Hub).</p>
	<p>7.4 Provide notification to the Department regarding fiscal audits that will be or have been conducted by the municipality and ensure that the results of fiscal audits are immediately reported to the Department according to regulatory requirements.</p>
	<p>7.5 Report immediately to the Department known violation(s) of any applicable statute or regulation.</p>
	<p>7.6 Develop and implement activities to oversee and improve the administration of the program, including:</p> <ul style="list-style-type: none"> ➤ Ensuring that Local Early Intervention Coordinating Councils (LEICCs) meet EIP regulatory requirements regarding public notice, composition, activities, and reporting. ➤ Involving the LEICC in assessing local service delivery capacity and identifying gaps in available qualified personnel and unmet service needs. ➤ Developing mechanisms to support parents of young children with a developmental delay to participate in collaborative planning and policy

	<ul style="list-style-type: none"> ➤ development efforts with the municipality and state. ➤ Participating in training to support local administration of the EIP (e.g., Family-Directed Assessment or other topics designated by the Department). ➤ Ensuring that the municipality maintains early intervention records consistent with the early intervention records guidance document issued by the Department. ➤ Ensuring that municipal policies are consistent with federal provisions of Part C of the Individuals with Disabilities Education Act (IDEA), including CFR Part 303 and State law and regulation. ➤ Using the EIP data system provided by the Department to enter valid and reliable data into all required data fields in a timely fashion. ➤ Identifying and reporting to the Department eligible foster or homeless children through the EI data system (NYEIS/EI-Hub). ➤ Routinely transmitting data, including electronic data transfers, in a method and to a location defined by the Department as detailed in Attachment D: Payment and Reporting Schedule, Project Specific Reporting Requirements. ➤ Providing data and other information mandated by specific legislation or otherwise required by the Department for administrative purposes; and ➤ Conducting ongoing data validation, including providing timely corrections when invalid data is identified by the Department. 	
--	---	--

	<p>7.7 Implement proper procedures to protect the confidentiality of early intervention records and personally identifiable information of children and their families within the municipality and by service providers according to Health Insurance Portability and Accountability Act (HIPAA), Federal Family Educational Rights and Privacy Act (FERPA), EIP regulations, and applicable federal requirements.</p>	
	<p>7.8 Participate in the monitoring and quality assurance activities of the municipality as a local administrator of the EIP and as a provider of EI Services, including:</p> <ul style="list-style-type: none"> ➤ Providing data, completing surveys, and conducting other activities that provide information about local program performance needed for federal or State monitoring and quality assurance initiatives and reports. ➤ Providing access to documents and personnel for municipal monitoring, audits, including monitoring of the municipality as local administrator of the EIP and as a service provider, and investigations, or other reviews conducted by the State or its agents. 	
	<p>7.9 Participate in monitoring and quality assurance activities to support the State's monitoring of EI Providers, including:</p> <ul style="list-style-type: none"> ➤ Providing access to documents and personnel to support State monitoring of EI providers (individual and agency providers) as required; and ➤ Participating in State monitoring reviews of early intervention providers, as resources allow. 	

	<p>7.10 Ensure that procedures are in place in accordance with EIP regulations for children in care, including:</p> <ul style="list-style-type: none"> ➤ Establishing agreements with local social services districts to identify children in need of a surrogate parent and ensuring prompt designation of a qualified surrogate parent; and ➤ Ensuring that information about children in care, including the IFSP, is transmitted to the municipality of residence. 	
	<p>7.11 Utilize the New York Early Intervention Data System (NYEIS/EI-Hub), in the manner prescribed by the Department and the Bureau of Early Intervention and consistent with terms of the applicable Data System Terms of Use/User Agreement.</p>	

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 10th 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.
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

January 26, 2022

FN 20 28 - 084

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES
WAYS & MEANS

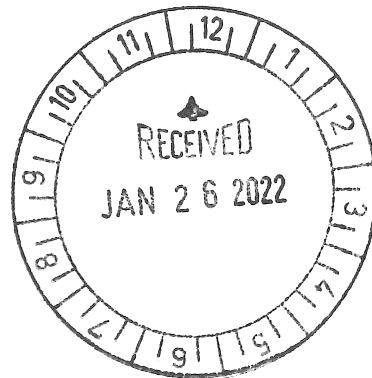
Dear County Executive Picente:

Attached, please find correspondence from Public Health Director, Daniel W. Gilmore. In order to accomplish this, I recommend that position number 4012-101 be changed from a part time Licensed Practical Nurse to a full time Licensed Practical Nurse with a starting salary of Grade 15W, Step 2, \$26,720. Position number 4012-102 can then be eliminated. In addition, I recommend that position number 4012-805 be changed from a part time Registered Professional Nurse to a full time Registered Professional Nurse with a starting salary of Grade 19N, Step 3, \$41,954. Position number 4012-837 can then be eliminated.

If you concur, I respectfully request that this recommendation be forwarded to the Board of Legislators for consideration at their next meeting.

Very truly yours,

Amanda L. Cortese-Kolasz
Commissioner of Personnel



Enclosure

cc: Daniel W. Gilmore, Public Health Director
Peter M. Rayhill, County Attorney

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 1-26-22



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

January 25, 2022

Amanda Lynn Cortese-Kolasz
Commissioner of Personnel
Oneida County Personnel Department
800 Park Avenue
Utica, New York 13501

RE: Position Requests for Clinic Staffing

Dear Commissioner Cortese-Kolasz:

The Oneida County Health Department has reviewed the current open positions in the Public Health Clinic. Specific positions have been difficult to fill due to national workforce shortages. In an effort to adjust staffing and fill the open vacancies we would like you to consider the below proposal.

Unfund the following:

Dept #	Position #	Position Title
4012	101	Licensed Practical Nurse (part-time)
4012	102	Licensed Practical Nurse (part-time)
4012	805	Registered Professional Nurse (part-time)
4012	837	Public Health Nurse (part-time)

Create the following 2 full-time positions:

Title	Grade	Number
Licensed Practical Nurse	W15	1
Registered Nurse	N19	1

Please feel free to contact me with any questions or concerns.

Sincerely Yours,

Daniel W. Gilmore, Ph.D., MPH
Director of Health



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

January 4, 2022

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

FN 20 22 - 085

PUBLIC SAFETY
WAYS & MEANS

Re: US Army Internship Contract

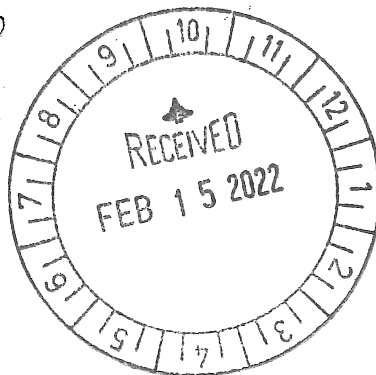
Dear County Executive Picente:

The Sheriff's Office is requesting approval of a contract between the US Army and Oneida County for an internship program for soldiers in their last months before transitioning back into Civilian life. The Sheriff's Office would train the soldiers with intentions of transitioning them into employment after being released for their duties with the US Army. There is no cost to the Oneida County Sheriff's Office as the individuals would be serving as interns and paid by the US Army.

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.

Sincerely,

Robert M. Maciol
Sheriff



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 2-14-22



Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida Co. Department: _____

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other XX

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Department of Defense
US Army

Title of Activity or Service: Skill Bridge Internship Program

Proposed Dates of Operation: 1/1/22 – 1/1/32

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) **Narrative Description of Proposed Services:** This is an internship program with soldiers being transitioned back into civilian life that are looking for a career in law enforcement.

2) **Program/Service Objectives and Outcomes:** To gainfully employ soldiers being transitioned back into civilian life that are looking for careers in law enforcement.

3) **Program Design and Staffing:** Train soldiers looking for a career in law enforcement through an internship program

Total Funding Requested: None **Account #**

Oneida County Dept. Funding Recommendation: None

Proposed Funding Sources (Federal \$/ State \$/County \$): n/a

Cost Per Client Served: n/a

Past Performance Data: This is a new program. There is no cost to the County. Interns will be paid through the Department of Defense Skill Bridge Internship Program.

O.C. Department Staff Comments: We expect that this program will help us gainfully employ military veterans that are transitioning into civilian life and interested in working in a law enforcement career.

Part II: Employer Agreement for Army CSP Individual Internship/ Approved DoD SkillBridge Program

By signature of this Agreement, the Employer agrees:

For: CSP Individual Internship

Eligibility criteria for training providers and Service Members is outlined in Army Regulation (AR) 600-81 and Department of Defense Instruction (DoDI) 1322.29

-To teach the CSP Intern job responsibilities, new skills and practices specific to the business/industry.

-CSP Intern will work under the close supervision of the staff at the organization for the duration of the program.

-Internship will consist of work experience at entry-level positions.

-CSP Interns will work no more than 40 hours in any given week.

-CSP Interns shall not receive compensation of any kind from the Employer.

-The internship is for the benefit of the CSP Intern and even though the internship includes actual operations of the Employer, training is similar to training which would be given in an educational environment.

-CSP Intern does not displace regular employees, but works under close supervision of existing staff.

-The Employer that provides the training derives no immediate advantage from the activities of the Intern and on occasion its operations may actually be impeded.

-CSP Interns shall not be required to purchase any materials or be charged a fee as a requirement for the internship.

-CSP Intern shall not be involved in the selling of goods or services to any Soldier, or a Family member of a Soldier junior in rank, grade or position to the Soldier Intern, per Par. 2-205, Joint Ethics Regulation. For the purpose of this provision, goods and services include, but are not limited to vehicles, recreational vehicles, real estate, rental properties, time shares, investment products, life insurance, health insurance, vehicle insurance, property and casualty personal insurance, and business and commercial insurance.

-Employer will take daily attendance of the CSP Intern and report attendance to the CSP Representative upon request.

-The Employer shall notify the CSP Representative immediately if the CSP Intern is injured at the worksite.

-The Intern is not necessarily entitled to a job at the conclusion of the internship.

This Army CSP Individual Internship/Approved DoD Skillbridge Program may be terminated for any reason, if it is determined to be in the best interest of the Intern, the Commander, or the Employer. The termination reason and effective date will be reported to the CSP Regional Coordinator and other parties (Intern, Commander or Employer) by the terminating party immediately.

Employer POC Name (First and Last): Anthony Picente, Jr.

Employer Phone Number: 315-798-5800

Employer Email Address: apicente@ocgov.net

Digital or Written Signature:

Date:

ONEIDA COUNTY SHERIFF'S OFFICE



Approved DoD Skill Bridge Program



ONEIDA COUNTY SHERIFF'S OFFICE

Approved DoD Skill Bridge Program

***** This is not a Paid Internship *****

DESCRIPTION OF INTERNSHIP PROGRAM

The Oneida County Sheriff's Office Internship Program is intended to provide a comprehensive overview of an entire law enforcement career. The Oneida County Sheriff Intern will be assigned to the Patrol Unit, Forensic Unit, Records Unit, Corrections Division, Security Unit, and the Mohawk Valley Police Academy. These assignments will allow the intern to become familiar with the various Departments.

Since the Sheriff's Office is able to offer such a diverse experience and thorough introduction to numerous aspects involved in policing, this internship program has developed not only qualified future applicants, but a reputation as one of the area's finest programs. Due to this reputation, the Oneida County Sheriff's Internship Program application process is highly competitive.

MINIMUM REQUIREMENTS

EXPERIENCE: The ideal applicant would be a Service Member with a strong interest in a career in law enforcement. The Applicant is encouraged to remain in the area and seek employment with the Oneida County Sheriff's Office upon completion of Military Service.

ARREST RECORD: Must be free from conviction of a Felony or Class A Misdemeanor.

COMPETITIVE SELECTION PROCESS

All appointments to the Oneida County Sheriff's Office Internship Program are made on the basis of an open competitive selection process conducted under the supervision of the Training Unit. Each applicant must successfully complete each stage of the selection process before becoming eligible to proceed to the next step. The selection steps, in their order, are as follows:

REFERRAL: Soldiers can participate in our program starting 180 days (6 months) before their separation date from the Service for a total of 60 days not to exceed 90 days.

PRELIMINARY REVIEW: A review and detailed evaluation of the Internship Personal History Questionnaire and supporting documents will be conducted to determine if applicant meets the minimum recommended requirements for the position. A police record check will also be conducted.

BACKGROUND INVESTIGATION: A background investigation will be conducted on all internship applicants. This investigation may include all of the following: past employment record and reputation, personal references, military record and criminal history (when applicable).

COORDINATOR'S INTERVIEW: A further evaluation to determine the candidate's overall fitness for the position, including professional appearance, self-expression, mental alertness and suitability for internship duties as well as the candidate's interest level in a law enforcement career. This will be an employment interview.

SHERIFF'S APPROVAL: A recommendation to accept an applicant into the program will be made by the Unit Supervisor, through the chain of command to the Sheriff.

SCHEDULING: Following the approval of the Sheriff, the Unit Supervisor will coordinate the scheduling and assignments.

PROGRAM COMPLETION: The Unit Supervisor will provide written notification to the career Skills Program on day one and every 2 weeks until the completion of the program. Service member checks in with CSP on day one and every 2 weeks.

APPLICANT DIRECTIONS

1. **BEFORE YOU BEGIN**, read the entire set of directions. Applications will not be accepted, processed or evaluated unless complete. All addresses and phone numbers must include zip codes and area codes.
2. **USE BLACK INK PEN ONLY**. Complete this form in your own handwriting or printing.
3. Read each question carefully before answering. Be certain that your answers are legible.
4. Be certain that each question is answered **COMPLETELY** and **CORRECTLY**. If a question does not apply to you, write "N/A" (not applicable) in the space.
5. Initial **EACH** page on the bottom right corner.
6. Additional space is provided on page 4 for answers that require clarification or further explanation. All entries on page 4 will begin with page, section number (Roman numerals) and question (letters A-G) you are explaining or clarifying.
7. Upon completion, the application must be returned to The Oneida County Sheriff's Office.

VERIFICATION OF INFORMATION

THE INFORMATION REQUESTED ON THIS QUESTIONNAIRE WILL BE USED FOR REFERENCE BY THOSE WHO WILL BE CONSIDERING YOUR APPLICATION FOR INTERNSHIP WITH THE ONEIDA COUNTY SHERIFF'S OFFICE. A BACKGROUND INVESTIGATION WILL BE CONDUCTED INTO YOUR PERSONAL HISTORY. ANY FALSE, MISLEADING OR INCOMPLETE INFORMATION SUBSTITUTED FOR ACCURATE INFORMATION WILL BE GROUNDS TO DISQUALIFY YOU FROM FURTHER CONSIDERATION IN THE APPLICATION PROCESS WITH THE ONEIDA COUNTY SHERIFF'S OFFICE.

I CONFIRM THAT I HAVE READ AND THAT I UNDERSTAND THE ABOVE, AND THAT ALL STATEMENTS AND DOCUMENTS PRESENTED TO THE ONEIDA COUNTY SHERIFF'S OFFICE ARE TRUE, CORRECT, COMPLETE AND MADE IN GOOD FAITH.

Signature

Date



OFFICE OF THE SHERIFF
COUNTY OF ONEIDA

Robert M. Maciol
SHERIFF

Joseph Lisi
UNDERSHERIFF

SSN	DATE OF BIRTH	APPLICANT # (completed by Training Unit)

I _____ (Print full name), hereby certify that all statements made on or in connection with this application are true and complete to the best of my knowledge. I understand and agree that any misstatements or omissions of material facts will cause forfeiture on my part of all rights to initial employment or continued employment by the Oneida County Sheriff's Office.

The intent of this authorization is to make available a full and complete disclosure of any and all information pertaining to my person; therefore, I do hereby authorize all present or past employers, all law enforcement agencies, all military agencies, the Veterans Administration, the U.S. Army, U.S. Air Force, U.S. Coast Guard, all Federal, State or local government agencies, State and Federal tax bureaus, credit bureaus, schools and universities to furnish the Supervisor of the Personnel Services Unit of the Oneida County Sheriff's Office, with any and all available information regarding my past or present performance, conduct or behavior. I further authorize the release of any punitive or disciplinary action, or memorandum, to the Supervisor in order that the information be evaluated to assist in the determination of my suitability for police work.

I reiterate and emphasize that the intent of this authorization is to provide full and free access to the background and history of my personal and business life for the specific purpose of conducting a pre-employment background investigation.

I authorize the Oneida County Sheriff's Office to make an inquiry and gather any documents of my present and past employers regarding my character, integrity, reputation and performance.

I authorize the release of any and all of the aforesaid information regarding my person, employment, credit or any other aspect, whether personal or otherwise, that may or may not be in their written records.

I understand that all materials pertaining to this background investigation become the property of the Oneida County Sheriff's Office and will not be made available or returned to me.

I agree to indemnify and hold harmless the person to whom this request is presented, along with the company or organization therein from any and all claims, damages, losses and expenses, including reasonable attorney's fees arising out of complying with this request.

I understand that in the event my application is disapproved, the sources of information obtained are confidential and cannot be revealed to me.

A copy of this authorization will be considered as effective and valid as the original, even though the copy does not contain an original writing of my signature.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY:

Subscribed and sworn before me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary: _____

Signature (Applicant)		Address		City/State/Zip	
Administrative Office	Law Enforcement Division	Correction Division	Civil Division		
6075 Judd Road Oriskany, NY 13424	6065 Judd Road Oriskany, NY 13424	6075 Judd Road Oriskany, NY 13424	200 Elizabeth Street Utica, NY 13501		
Voice (315) 736-8364	Voice (315) 736-0141	Voice (315) 768-7804	Voice (315) 798-5862		
Fax (315) 765-2205	Fax (315) 736-7946	Fax (315) 765-2327	Fax (315) 798-6495		



POLICE APPLICANT RECORD SEARCH

(THIS SECTION TO BE COMPLETED BY APPLICANT)

PLEASE PRINT

			DATE			
NAME				SEX		RACE
ADDRESS						
OTHER NAMES USED I.E., MAIDEN, ALIAS, ETC.						
CITY		STATE		ZIP CODE		
DATE OF BIRTH			PLACE OF BIRTH			
SOCIAL SECURITY NUMBER						
LICENSE PLATE NUMBER			STATE/YEAR			

(THIS SECTION TO BE COMPLETED BY THE TRAINING UNIT)

RECORDS CHECKLIST

- | | |
|---|--|
| <input type="checkbox"/> ALERT | <input type="checkbox"/> NCIC RECORD |
| <input type="checkbox"/> HISTORY | <input type="checkbox"/> LICENSE PLATE |
| <input type="checkbox"/> CORRECTIONS | <input type="checkbox"/> V & T |
| <input type="checkbox"/> SUMMONS | <input type="checkbox"/> |
| <input type="checkbox"/> GANG MEMBER/ASSOCIATIONS | <input type="checkbox"/> |
| <input type="checkbox"/> DIR | <input type="checkbox"/> |

I. PERSONAL DATA

Note: Before you begin, read the entire set of directions on the Verification of Information page.

FULL NAME		LAST	FIRST	MIDDLE	HOME PHONE	
ADDRESS	NUMBER	STREET	CITY	STATE	ZIP CODE	SCHOOL PHONE
AGE	HEIGHT	WEIGHT	HAIR	EYES	DATE OF BIRTH	PLACE OF BIRTH
SOCIAL SECURITY NUMBER			E-MAIL ADDRESS			MOBILE PHONE

A. LIST ANY OTHER NAMES YOU HAVE EVER USED:

B. PLEASE INDICATE POSITION FOR WHICH YOU ARE APPLYING:

C. BASED ON THE ESSENTIAL FUNCTIONS OF THE POSITION FOR WHICH YOU APPLIED, DESCRIBED IN THE WRITTEN DESCRIPTION THAT ACCOMPANIED THIS APPLICATION, ARE YOU ABLE TO PERFORM THESE FUNCTIONS? Yes No

II. REFERENCES

LIST TWO (2) CHARACTER REFERENCES WHO ARE NOT RELATIVES, IN-LAWS OR PAST EMPLOYERS WHO HAVE KNOWN YOU WELL DURING THE PAST THREE YEARS OR MORE:

1. NAME		PHONE NUMBER	YEARS ACQUAINTED
RESIDENCE ADDRESS	CITY	STATE	ZIP CODE
BUSINESS NAME AND ADDRESS			OCCUPATION
2. NAME		PHONE NUMBER	YEARS ACQUAINTED
RESIDENCE ADDRESS	CITY	STATE	ZIP CODE
BUSINESS NAME AND ADDRESS			OCCUPATION

D. ARE YOU ACQUAINTED WITH ANY ONEIDA COUNTY SHERIFF'S OFFICE EMPLOYEES? IF "YES," PLEASE LIST: Yes No

III. ARREST HISTORY

A. OTHER THAN TRAFFIC CITATIONS, HAVE YOU, AS AN ADULT OR JUVENILE, BEEN ARRESTED, CONVICTED, CHARGED, QUESTIONED, ACCUSED OR DETAINED FOR ANY REASON BY ANY POLICE, SECURITY OFFICER OR MILITARY POLICE AUTHORITY, EITHER IN THE UNITED STATES OR IN ANY FOREIGN COUNTRY? IF "YES," DESCRIBE BELOW AND EXPLAIN IN FULL DETAIL ON PAGE 4. Yes No

DATE	CHARGE	DEPARTMENT/AGENCY	LOCATION (CITY, COUNTY, STATE)	DISPOSITION

B. HAVE THE POLICE EVER BEEN CALLED TO ANY OF YOUR FORMER OR CURRENT RESIDENCES FOR ANY REASON? IF "YES," EXPLAIN IN FULL DETAIL ON PAGE 4. Yes No

C. HAVE YOU EVER BEEN INVOLVED IN ANY UNDETECTED CRIME, INCLUDING THE BUYING OR SELLING OF ILLICIT DRUGS? IF "YES," EXPLAIN IN FULL DETAIL ON PAGE 4. Yes No

IV. EDUCATION AND SKILLS

A. CHECK APPROPRIATE BOXES AND SPECIFY WHERE NECESSARY:
 GED/HIGH SCHOOL 3-31 COLLEGE CREDIT HOURS 32-63 COLLEGE CREDIT HOURS
 64-119 COLLEGE CREDITS BACHELOR'S DEGREE _____ POST GRADUATE DEGREE _____

IV. EDUCATION AND SKILLS (cont.)

B. STARTING WITH THE MOST RECENT, LIST ALL ELEMENTARY, HIGH SCHOOL, COLLEGES AND UNIVERSITIES YOU HAVE ATTENDED:

MONTH & YEAR ATTENDED		NAME AND LOCATION (STREET, CITY, STATE, ZIP)	# CREDITS COMPLETED	TYPE OF DEGREE	MAJOR	YEAR OF DEGREE
FROM	TO					

C. SUMMARIZE SPECIAL SKILLS, QUALIFICATIONS AND ACCOMPLISHMENTS (INCLUDING LICENSES, CERTIFICATIONS AND GENERAL CLERICAL SKILLS) THAT YOU WISH TO BE CONSIDERED:

D. ADVISOR/INTERNSHIP COORDINATOR	PHONE NUMBER	E-MAIL ADDRESS
-----------------------------------	--------------	----------------

E. STUDENT ASSOCIATIONS/ACTIVITIES:

F. HAVE YOU EVER BEEN SUSPENDED, EXPELLED OR ASKED TO LEAVE ANY SCHOOL FOR DISCIPLINARY REASONS? IF "YES," EXPLAIN IN FULL DETAIL ON PAGE 4.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G. HAVE YOU EVER BEEN PLACED ON ACADEMIC PROBATION? IF "YES," EXPLAIN IN FULL DETAIL ON PAGE 4.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

V. EMPLOYMENT HISTORY

IF YOU ARE EMPLOYED, LIST YOUR EMPLOYMENT INFORMATION FOR THE PAST FIVE YEARS. IF MORE SPACE IS REQUIRED, USE SPACE PROVIDED ON PAGE 4. IF APPLICABLE, MAY WE CONTACT YOUR PRESENT EMPLOYER?

1. EMPLOYER		ADDRESS			
CITY	STATE	ZIP CODE	PHONE NUMBER		
DATES EMPLOYED		HOURLY OR ANNUAL SALARY		JOB TITLE	
FROM:	TO:	START:	FINAL:		
WORK PERFORMED		SUPERVISOR		CO-WORKER	
REASON FOR LEAVING					
2. EMPLOYER		ADDRESS			
CITY	STATE	ZIP CODE	PHONE NUMBER		
DATES EMPLOYED		HOURLY OR ANNUAL SALARY		JOB TITLE	
FROM:	TO:	START:	FINAL:		
WORK PERFORMED		SUPERVISOR		CO-WORKER	
REASON FOR LEAVING					

VI. ORGANIZATIONAL MEMBERSHIP

ARE YOU NOW, OR HAVE YOU BEEN, A MEMBER OF ANY FOREIGN OR DOMESTIC SUBVERSIVE ORGANIZATION, ASSOCIATION, MOVEMENT, GROUP OR CLUB WHICH WAS ADOPTED OR SHOWS A POLICY OF ADVOCATING OR APPROVING THE COMMISSION OF ACTS OF FORCE OR VIOLENCE TO DENY OTHER PERSONS THEIR RIGHTS UNDER THE CONSTITUTION OF THE UNITED STATES OR THE STATE OF NEW YORK, BY ANY UNLAWFUL OR UNCONSTITUTIONAL MEANS? IF "YES," EXPLAIN IN FULL DETAIL ON PAGE 4.

Yes No

VII. NARCOTIC AND LIQUOR USAGE

A. WITHIN THE LAST SIX MONTHS, HAVE YOU CONSUMED ANY ALCOHOLIC BEVERAGES BECAUSE OF AN ADDICTION TO ALCOHOL? IF "YES," EXPLAIN IN FULL DETAIL ON PAGE 4.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. WITHIN THE LAST SIX MONTHS, HAVE YOU USED A CONTROLLED SUBSTANCE WITHOUT A PRESCRIPTION? IF "YES," EXPLAIN IN FULL DETAIL ON PAGE 4.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

VIII. MARITAL STATUS/FAMILY MEMBERS

A. CHECK YOUR CURRENT MARITAL STATUS. USE ADDITIONAL SPACE ON PAGE 4 IF EXPLANATION IS NECESSARY.

- SINGLE
 ENGAGED
 MARRIED
 SEPARATED
 DIVORCED
 WIDOWED

IF ENGAGED OR MARRIED, INDICATE THE FOLLOWING INFORMATION RELATIVE TO FIANCE(E) OR SPOUSE:

NAME (INCLUDE MAIDEN NAME)		DATE OF BIRTH	ADDRESS	
CITY	STATE	ZIP CODE	PHONE #	ANTICIPATED DATE OF MARRIAGE

B. ARE YOU PRESENTLY LIVING WITH ANYONE ELSE (FRIEND OR RELATIVE?) IF "YES," EXPLAIN.

- Yes
 No

IX. DRIVING HISTORY

A. LIST ALL DRIVER'S OR CHAUFFEUR'S LICENSES YOU NOW HOLD OR HAVE PREVIOUSLY HELD, EITHER IN NEW YORK OR ANY OTHER STATE OR COUNTY.

STATE	TYPE OF LICENSE	STATE OPERATOR'S LICENSE NUMBER	EXPIRATION DATE

B. HAVE ANY OF THE ABOVE LICENSES EVER BEEN SUSPENDED OR REVOKED? IF "YES," EXPLAIN.

- Yes
 No

C. LIST ALL DRIVING CITATIONS/TICKETS OR SUMMONSES YOU HAVE RECEIVED AS AN ADULT, BEGINNING WITH THE MOST RECENT. IF YOU CANNOT REMEMBER EXACT DATES OR LOCATIONS, GIVE APPROXIMATE DATES AND LOCATIONS.

MONTH/YEAR	CHARGE	CITY/STATE	ISSUING AGENCY/DEPT.	DISPOSITION

D. LIST ALL VEHICLES WHICH YOU OWN, LEASE OR HAVE FOR YOUR PERSONAL USE (INCLUDE MOTORCYCLES).

YEAR	MAKE	MODEL	VEHICLE LICENSE NUMBER	STATE

E. HOW MANY TRAFFIC ACCIDENTS HAVE YOU BEEN INVOLVED IN DURING THE PAST THREE YEARS? EXPLAIN CIRCUMSTANCES OF EACH.



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

December 16, 2021

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, NY 13501

FN 20 22-086

PUBLIC WORKS

WAYS & MEANS

Re: Work Order #28, Amendment 9
Community Outreach - FY 2022
GHD Consulting Services, Inc.

Dear County Executive Picente:

The Master Agreement with GHD Consulting Services, Inc. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation (NYSDEC) and for resolving permit issues affecting the Oneida County Water Pollution Control Plant calls for the submission of work orders with associated pricing for specific tasks that are needed as the project develops.

GHD has submitted for consideration Work Order #28, Amendment 9 which would cover community outreach activities for 2022. The primary function of this work order is to cover steering committee facilitation, public education and intercommunity collaboration all in support of compliance with increasingly stringent state and federal wastewater standards. Maintaining the Sewer District website is also included in this work order.

Department staff has reviewed this work order and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$45,000. Funding for this work order will come from the department's 2022 operating budget as the program is being implemented district-wide.

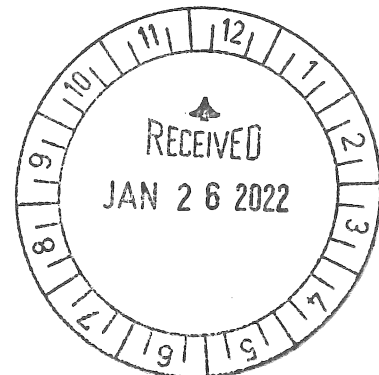
I would appreciate consideration of this work order by you and the Board of Legislators at your earliest convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

[Handwritten signature of Karl E. Schrantz]

Karl E. Schrantz, P.E.
Commissioner

cc: Robert Pronteau - Assistant Oneida County Attorney.
John Lagorga, P.E. - GHD Consulting Services, Inc.



Attachments: Work Order #28, Amendment 9
Contract Summary Sheet

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
[Signature]
Anthony J. Picente, Jr.
County Executive

Date 1-26-22

Competing Proposal X
Only Respondent
Sole Source RFP
Other

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: GHD Consulting Services, Inc.
5788 Widewaters Parkway
Syracuse, NY 13214

Title of Activity or Service: Work Order #28, Amendment 9
Community Outreach

Proposed Dates of Operation: FY2022

Client Population/Number to be Served: 110,000 people

Summary Statements

1) Narrative Description of Proposed Services: This work order covers community outreach activities in 2022 for the Oneida County Sewer District.

2) Program/Service Objectives and Outcomes: The objective of the work order is to provide steering committee facilitation, public education and intercommunity collaboration all in support of compliance with increasingly stringent state and federal wastewater standards.

3) Program Design and Staffing: GHD Consulting Services, Inc. will provide the services with over site from WQ&WPC

Total Funding Requested: \$45,000 **Account #:** G8110.195

Oneida County Dept. Funding Recommendation: Funding for this work order will be provided by the department 2022 operating budget as it is district-wide.

Proposed Funding Sources (Federal \$/ State \$/County \$): Funding for this work order will be provided by the department 2022 operating budget as it is district-wide.

Cost Per Client Served: \$0.41

Past Performance Data: The steering committee continues to be a vital tool for achieving the requirements of the NYSDEC consent order. Public education materials have been well received by the community

O.C. Department Staff Comments: In addition to supporting steering committee activities, the work order will also support the maintenance of the Oneida County Sewer District website.



**WORK ORDER 28
AMENDMENT No. 9**

COMMUNITY OUTREACH – FY 2022

I. PROJECT UNDERSTANDING

The purpose of this Work Order is to provide community outreach services through December 31, 2022. Community outreach covers those services related to Steering Committee and Working Group facilitation, public education, and intercommunity collaboration, all in support of the compliance with more stringent state and federal wastewater mandates.

This project is in a milestone and transition year as member municipalities begin to plan for the remaining rehabilitation and repair needed within their systems, and residents begin to see the impacts of repairs to date.

II. SCOPE OF SERVICES

A. Task 1: Project Management

Project management will include staffing and resource allocation, cost control, and administrative assistance to the Commissioner on an as-needed basis. Paige Marketing Communications Group, Inc. (Paige Group) will lead this effort. Nancy Pattarini will be the Project Manager from The Paige Group.

B. Task 2: Steering Committee and Working Groups

The Steering Committee and Working Groups are a critical component of the success of the OCSD Sanitary Sewer Overflow Mitigation Project. Consisting of officials and representatives from each OCSD member municipality, these groups provide input regarding the development of projects and programs and project oversight.

The project team will continue to be responsible for the planning and facilitation of meetings for both the Steering Committee and Working Groups. This will include:

- i. Coordination and facilitation of Steering Committee meetings, CMOM Working Group meetings, Shared Services Working Group meetings, and additional outreach meetings with officials and stakeholders, as required. Tasks include development of meeting agendas; coordination of meeting logistics; and serving as the liaison among the Steering Committee members, project team, and Oneida County.
- ii. Design, development, preparation and distribution of materials, including:
 1. Project-related reference materials, especially information related to repair and rehabilitation plans, schedules, costs, and funding.
 2. Meeting agendas.
 3. Member notification.
 4. Compilation and distribution of meeting reports.

5. Periodic surveying of committee members to assess the effectiveness of the committee process.
6. Maintain database of project team, Steering Committee members, stakeholders, and key constituents

C. Task 3: Stakeholder Communication

This complicated but critical infrastructure project requires a significant investment of public monies. As such, transparency to ratepayers and the general community is of the utmost importance. This includes communications and reporting to all key stakeholders, such as the Oneida County Board of Legislators, the County Executive, and leadership of the member towns and villages.

The Paige Group will be responsible for production and distribution/presentation of the following:

- i. Project News Bulletin containing the latest information on project milestones; public outreach activities in towns/villages; upcoming project deadlines; and news related to NYSDEC requirements, project funding, and more.
- ii. Periodic presentations to the Public Works Committee, Ways & Means Committee, and the full legislature.

D. Task 4: Public Outreach and Media Relations

The goal of public outreach and media relations is to engage local news outlets to run informative, engaging stories that increase project awareness, support, and participation among those residents that had little or no awareness of the impacts of sewer overflows.

The project team will support this ongoing effort through its strategic actions, including:

- i. Media relations, such as facilitating news stories, coordinating interviews, and fulfilling information requests.
- ii. Drafting and editing media releases, editorials, and other forms of submitted articles.
- iii. Consultation regarding public information messaging and media involvement.
- iv. Presenting project education materials and delivering educational presentations at community events.

I. SCHEDULE

The work of this Work Order will commence upon authorization by Oneida County and will continue through December 31, 2022.

II. COMPENSATION

- a. Oneida County will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges, mileage.). The Compensation for the Scope of Services is estimated at \$45,000 as outlined in Section II is shown on Table 1.

- b. Payments for the work will be due monthly based on statements submitted by the GHD Consulting Services Inc. for the work performed during the period.
- c. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

III. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order No. 28, Amendment No. 8, under the Terms and Conditions of the Master Agreement for Consulting Services with the effective date of July 16, 2007, between Shumaker Consulting Engineering & Land Surveying, P.C. and Oneida County and assigned to GHD Consulting Services Inc. dated March 29, 2013.

This Work Order is duly executed between Consultant and Client. Upon execution of this Work Order, Consultant is authorized to proceed with the work.

Consultant
GHD CONSULTING SERVICES INC.

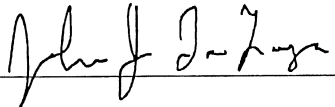
Client
COUNTY OF ONEIDA

By: John LaGorga, PE

By: Anthony J. Picente Jr.

Title: Principal

Title: County Executive

Signature: 

Signature: _____

Date: 11/23/2021

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

1.0 PAIGE MARKETING COMMUNICATIONS GROUP, INC.

1.1 Hourly Rates

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Principal	\$190.00
Creative Director	\$143.00
Web Developer	\$128.00
Program Planner/Strategist	\$119.00
Public Relations Manager	\$129.00
AV/Video Editor	\$143.00
Copy Writer	\$119.00
Graphic Designer	\$109.00
Public Relations Specialist	\$109.00
Production Specialist	\$90.00
Secretarial/Office Support	\$62.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.2.1 Living and traveling expenses of employees when away from the home office on business connected with services at rates established by the U.S. General Services Administration;
- 1.2.2 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.2.3 The actual cost of outside services and subcontractors;
- 1.2.4 Not Used;
- 1.2.5 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.2.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.2.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.2.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.2.9 The actual cost of premiums paid on overtime worked.

**Fee Estimate
Work Order 28 Amendment
No. 9**

TABLE 1

FEE ESTIMATE

November 23, 2021

Description	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total Hrs	Billing Rate	Total Cost	Subtotals
	Project Management	Steering Committee and Member Municipality Meetings	Stakeholder Communication	Public Outreach and Media Relations								
Paige Marketing Communications Group, Inc.												
Principal		44	12						56	\$190.00	\$10,640.00	
Creative Director				10					10	\$143.00	\$1,430.00	
Web Developer			25						25	\$128.00	\$3,200.00	
Program Planner/Strategist	22	24							46	\$119.00	\$5,474.00	
Public Relations Manager	15	20	14	20					69	\$129.00	\$8,901.00	
AV/Mideographer				20					20	\$143.00	\$2,860.00	
Copy Writer			18						18	\$119.00	\$2,142.00	
Graphic Designer		10		10					20	\$109.00	\$2,180.00	
Production Specialist			10	13					23	\$90.00	\$2,070.00	
Project Administrator	8	10	7	7					32	\$62.00	\$1,984.00	
												\$40,881.00
Subtotal Labor	\$5,049.00	\$14,416.00	\$8,652.00	\$12,764.00	\$0.00	\$0.00	\$0.00	\$0.00	319			\$40,881.00
Direct Expenses												
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
Reproduction/Printing	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$2,000.00	
Office Expenses	\$530.00	\$530.00	\$530.00	\$529.00	\$0.00	\$0.00	\$0.00	\$0.00			\$2,119.00	
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	
												\$4,119.00
Subtotal Disbursements	\$480.00	\$480.00	\$2,530.00	\$529.00	\$0.00	\$0.00	\$0.00	\$0.00				\$4,119.00
PROJECT TOTAL	\$5,529.00	\$14,896.00	\$11,182.00	\$13,293.00	\$0.00	\$0.00	\$0.00	\$499.00				\$45,000.00
											ESTIMATED COMPENSATION	\$45,000.00

January 4, 2022 | 1:45 pm

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

[FIND PROVIDER >](#)

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: GHD CONSULTING SERVICES INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTION OF LAW: -
DATE OF INITIAL DOS FILING: 08/11/1933
EFFECTIVE DATE INITIAL FILING: 08/11/1933
FOREIGN FORMATION DATE:
COUNTY: Onondaga
JURISDICTION: New York, United States

DOS ID: 45457
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: Active
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 08/31/2023
NFP CATEGORY:

[ENTITY DISPLAY](#) [NAME HISTORY](#) [FILING HISTORY](#) [MERGER HISTORY](#) [ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: c/o UNITED AGENT GROUP INC.
Address: 600 MAMARONECK AVENUE, #400, HARRISON, NY, United States, 10528

Chief Executive Officer's Name and Address

Name: HOWARD LAFEVER
Address: 1 REMINGTON PARK DRIVE, CAZENOVIA, NY, United States, 13035

Principal Executive Office Address

Address: 5788 WIDEWATERS PARKWAY, SYRACUSE, NY, United States, 13214

Registered Agent Name and Address

Name: UNITED AGENT GROUP INC.
Address: 600 MAMARONECK AVENUE, #400, HARRISON, NY, 10528

Entity Primary Location Name and Address

Name:
Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share
PAR VALUE	102,000	\$1.00