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
MAY 10, 2023
MEETING

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

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ONEIDA COUNTY FARMLAND PROTECTION BOARD

Brymer Humphreys, Chair

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

April 5, 2023

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

FN 20 23-126

WAYS & MEANS

RE: Public Hearing Request for 2023 Open Enrollment State Environment Quality Review

Dear Mr. Billard,

The Farmland Protection Board is requesting a Public Hearing for 2023 Agricultural District Open Enrollment State Environmental Quality Review. Pursuant to that request, please prepare a docket scheduling a public hearing for Wednesday June 7, 2023 at 6:00 P.M. at Paris Town Hall, 2580 Sulphur Spring Rd, Sauquoit, NY 13456.

Please place on the appropriate agenda for action by the Board at their next meeting on May 10th, 2023.

Respectfully submitted,

Brymer Humphreys

Brymer Humphreys, Chairperson
Oneida County Farmland Protection Board

Cc: All FBP Members
Commissioner of Agriculture and Markets
Commissioner of DEC

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

ANTHONY J. PICENTE, JR.
County Executive
James J. Genovese II
Commissioner

April 10, 2023

FN 2023-127

ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS

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

Re: United States Department of Transportation Charging and Fueling Infrastructure Discretionary Grant Opportunity

Dear County Executive Picente:

This letter is requesting that the Oneida County Board of Legislators pass a resolution allowing Oneida County to apply to the Department of Transportation, Federal Highway Administration, for a grant of up to $600,000.00 to install electric vehicle (EV) charging infrastructure in several locations throughout Oneida County. The minimum award amount is $500,000.00.

The Charging and Fueling Infrastructure Discretionary Grant Opportunity provides municipalities with financial assistance through reimbursement for the purchase and installation of electric vehicle charging infrastructure that is convenient, affordable, reliable, equitable, accessible, and safe, furthering the national goal of at least 500,000 EV chargers by 2030.

Oneida County intends to expand on the existing plans to install EV charging stations within the disadvantaged community area of Utica and explore other potential locations to install EV charging infrastructure to meet growing needs. The grant provides up to 80% of costs, requiring that 20% of funding come from non-federal sources. This match funding will be supplied by Oneida County.

If you agree that Oneida County should apply for the grant, I respectfully ask that you forward the enclose resolution to the Oneida County Board of Legislators for its consideration. The deadline to submit the application is May 30, 2023, so it is essential that the Board of Legislators take action on this matter at its May 10, 2023 meeting. Please feel free to call me if any additional information is required. Thank you for your continued support.

Sincerely,

James J. Genovese, II
Commissioner
Oneida County Department of Planning

RECEIVED
APR 11 2023

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

Anthony J. Picente, Jr.
County Executive

Date 4-10-23

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

April 3, 2023

FN 20 23 128

HEALTH & HUMAN SERVICES
WAYS & MEANS

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

Re: Agreement with GTL, Inc. d/b/a Link to Life (138144)

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,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

RECEIVED
APR 10 2023

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

Anthony J. Picente, Jr.
County Executive

Date 4-10-23

CFB/md

Enclosure

Oneida Co. Department: DFCS-OFA

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.

DocuSign Envelope ID: 2D194956-56EF-47C8-B0A2-A4AB971A211C

FIRST RENEWAL AGREEMENT

This First Renewal is made by and between GTL, Inc., d/b/a Link to Life, a domestic business corporation with principal offices located at 7601 Penn Avenue South, Richfield, Minnesota and a primary mailing address of 27475 Meadowbrook Road, Novi, Michigan 48377, hereinafter known as the "Contractor" and the County of Oneida, a municipal corporation organized under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501 by and through the Office for the Aging of its Department of Family and Community Services, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter collectively known as the "County". All parties to the Agreement are hereinafter collectively known as the "Parties."

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides services to Oneida County residents, hereinafter referred to as the "Original Agreement," (County contract number 80759), a copy of which is attached hereto as Exhibit "A". The Original Agreement was in effect from April 1, 2019 through March 31, 2021; and

WHEREAS, the Original Agreement allow the County to renew the agreement for two (2) additional one (1) year terms; and

WHEREAS, the Parties are desirous of entering into a First Renewal of the Original Agreement;

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

1. The First Renewal of the Original Agreement shall commence April 1, 2021 and terminate March 31, 2022.

2. The Total reimbursement from the County to the Contractor for the term of this First Renewal shall not exceed eighty-six thousand dollars ($86,000.00).

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

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IN WITNESS WHEREOF, the Parties have executed this First Renewal on the day and year first written.

GTL, Inc. d/b/a Link To Life

DocuSigned by:
Josh Will
4FD3B774BC8F4F2...
Josh Will
Chief Revenue Officer

10/28/2022 | 3:05 CDT
Date

Department of Family and Community Services

Colleen Fahy-Box
Colleen Fahy—Box
Commissioner

4/4/23
Date

County of Oneida

Anthony J. Picente, Jr.
County Executive

Date

Approved:

Maryangela Scalzo
Deputy County Attorney—Health and Human Services

DocuSign Envelope ID: 2D194956-56EF-47C8-B0A2-A4AB971A211C

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), Conggregate 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.**

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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

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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).

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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

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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 Sates shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

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

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

10. <u>NYSOFA TERMS AND CONDITIONS</u>

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

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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 (65 FR 50121)

vi. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)

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.

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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

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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**

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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 it 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

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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

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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.

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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.

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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

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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. Prough, 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

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APPENDIX A

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

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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 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)

25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)

26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)

27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)

28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)

29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])

30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])

31) Legal Assistance Standards (94-PI-52 [12/29/94])

32) Weatherization Referral and Packaging Program (WRAP) Handbook

33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)

34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)

35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)

36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

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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.

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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.

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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 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.

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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

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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

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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

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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

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

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

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

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

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

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

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

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

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

_____

_____

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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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

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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.

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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

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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.

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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.

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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.

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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.

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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 SOCIAL SERVICES

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

March 20, 2023

FN 20 23 129

HEALTH & HUMAN SERVICES
WAYS & MEANS

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

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators between Oneida County, through its Department of Social Services, and Cayuga Home for Children for the provision of SafeCare/Parent Aid Services.

Parent Aid Services are defined by New York State Office of Children and Family Services as those services provided in the home and community that focus on the need of the parent for instruction and guidance. This service improves parental and family functioning to avoid an out of home placement for children.

The Cayuga Home for Children SafeCare/Parent Aide program provides intensive in-home services to families in need of guidance, instruction, and education whose children are either in or at serious risk of foster care or out of home placement through Family Court. Parent Aide Service includes instruction or mentoring in areas related to child care and home management such as child development, home safety and maintenance, appropriate discipline technique, family budgeting and other such related issues. The goal is to provide Preventive Services and re-direct the families to reduce or avoid child abuse, neglect and out of home placement.

This Agreement is for the term October 1, 2022 through September 30, 2024 with the County reserving the Department's option to elect the second year term, and has a maximum total cost of $556,450.56 for the duration of this Agreement. The local cost to support this effort is 27.18 % or $151,243.26. This service was awarded by RFP and is a vital element in our Preventive Services Program.

I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration.

Thank you for your attention to this matter.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/vlc attachment

RECEIVED
MAR 20 2023

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

Anthony J. Picente, Jr.
County Executive

Date 3-20-23

45402

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent_____
Sole Source RFP_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Cayuga Home for Children
101 Hamilton Avenue
Auburn, New York 13021

Title of Activity or Services: Safe Care/Parent Aide Services

Proposed Dates of Operations: October 1, 2022 through September 30, 2024

Client Population/Number to be Served: Oneida County families in need of Safe Care/Parent Aide instruction

Safe Care/Parent Aide services will provide community-based services to 30 families at any given time and 78 families on an annual basis in order to prevent foster care or out of home placement or to return children home from placement timely. The agency will pursue an evidence-based behavioral parent-training program for families at risk of having children being placed into care and those having children already in care.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Parent Aide Service is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designated to maintain and enhance parental functioning and family/parent role performance. Parent Aide Service includes instruction or mentoring in areas related to child care and home management such as child development and care, home safety and maintenance, appropriate discipline technique, family budgeting, and reinforcement of other positive behaviors.

2). Program/Service Objectives and Outcomes

Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as home safety, appropriate educational and health care, discipline, nurturing and role modeling.

3). Program Design and Staffing Level -

2 full time Safe Care Home Visitors
1 Transportation/Visit Coach
.10 FTE Safe Care Supervisor
.10Director of Parent Aide Services
.05 Vice President –Community Based Interventions

Total Funding Requested:

October, 2022-September, 2023- $274,991.47
October, 2023-September, 2024- $281,459.09

Total **$ 556,450.56**

Oneida County Dept. Funding Recommendation: Account # A6070.49547

Mandated or Non-mandated: Preventive Mandated service

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

		2022	**2023**
FEDERAL	38.39 % -	$ 105,569.23	$ 108,052.14
STATE	34.43 % -	$ 94,679.56	$ 96,906.36
COUNTY	27.18 % -	$ 74,742.68	$ 76,500.58

Cost Per Client Served:

Past performance Served: This Parent Aide contractor was awarded by RFP.

Department Staff Comments:

THIS RENEWAL AND AMENDMENT, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business at 800 Park Avenue, Utica, New York 13501 (hereinafter called the County), through its Department of Social Services (hereinafter called the Department), and Cayuga Home for Children, a not-for-profit corporation organized and existing under the laws of the State of New York, as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law, operating under the assumed name Cayuga Centers pursuant to Section 130 of the General Business Law, and having its principal office at 101 Hamilton Avenue, Auburn, New York 13021 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides Preventive Services in the home and the community that focus on the need of the parent for instruction and guidance to improve parental and family functioning to avoid an out-of-home placement for children, hereinafter referred to as the "Original Agreement," (County contract number 90438), a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, the Original Agreement included an option to renew for an additional term through September 30, 2024; and

WHEREAS, the County desires to modify the terms of the Original Agreement related to the vouchering and reimbursement process in order to comply with New York State requirements, and the Contractor has consented to such change; and

WHEREAS, the parties are desirous of an agreement to renew and amend 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. This Renewal and Amendment to the Original Agreement shall commence October 1, 2022 and terminate September 30, 2024.

2. Section V of the Original Agreement, titled Reimbursement, shall be amended to read as follows:

(1) The County shall reimburse the Contractor upon the submission of a County voucher indicating Agreement number and name (as provided by the Department), along with supporting documentation, including:

a. Statement that identifies each Client provided with Preventive Services in the time period captured in the voucher, listing the days of admittance and discharge from the program;

b. Copy for each case of "Itemized Individual Billing for Preventive Services" with case number, Case Manager's name, and case comments;

c. Title XX forms as required by the Department; and

d. Other data, which shall be mutually agreed upon by the parties.

(2) All reimbursement provided under this Agreement shall be in compliance with state and federal regulations pertaining to the reimbursement of Preventive Services.

(3) The Department shall monitor the performance of the Preventive Services monthly and a fiscal penalty shall be imposed for the Contractor's failure to meet program outcomes as detailed under title "Outcomes/Measurements for SafeCare" of Appendix C. A fiscal penalty equal to a reduction of two percent (2%) shall be assessed for each voucher that captures a time period wherein performance outcomes are not met.

(4) Total reimbursement under this Agreement shall not exceed $556,450.56 and shall be based on actual expenses as detailed by the Contractor's Program Budget, which is attached hereto as Appendix D. Yearly reimbursement shall not exceed the following:

a. October 1, 2022 through September 30, 2023 shall not exceed $274,991.47

b. October 1, 2023 through September 30, 2024 shall not exceed $281,459.09

3. The Original Agreement is hereby further amended by adding Exhibit B of this Renewal and Amendment, which is the Contractor's Program Budget, to the Original Agreement as Appendix D.

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

IN WITNESS WHEREOF, the County and the Contractor have signed this Renewal and Amendment on the date written below.

Date: _____

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

Date: 2/27/23

Oneida County Department of Social Services: Colleen Fahy-Box
Colleen Fahy-Box, Commissioner

Date: 02/06/23

Cayuga Home for Children: _____
Edward Myers Hayes, President and Chief Executive Officer

Approved: _____
Maryangela Scalzo, Deputy County Attorney-Health and Human Services

45402

THIS IS AN AGREEMENT (hereinafter called the "Agreement") by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York having its principal offices at 800 Park Avenue, Utica, New York, through its Department of Social Services (hereinafter called the "Department," the Department and Oneida County shall collectively be called the "County"), and Cayuga Home for Children, a not-for-profit corporation organized and existing under the laws of the State of New York, as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law, operating under the assumed name Cayuga Centers pursuant to Section 130 of the General Business Law, and having its principal office at 101 Hamilton Avenue, Auburn, New York (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter called the "Commissioner") is charged with the responsibility for the administration of all child welfare services provided in the County of Oneida at public expense pursuant to Article 6 of the Social Services Law including Preventive Services pursuant to Section 409 et sequitur of the Social Services Law and the Consolidated Services Plan for New York State; and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such Preventive Services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State office of Children and Family Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the Preventive Services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality Preventive Services in conformance with the Consolidated Services Plan of the County of Oneida, Section 409 et sequitur of the Social Services Law and 18 NYCRR Parts 405 and 423; and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these Preventive Services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I. DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted:

(1) Preventive Services shall mean supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of averting a disruption of a Family which will or could result in placement of a child in foster care, enabling a child who has been placed in foster care to return to his or her Family at an earlier time than would otherwise be possible, or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered Preventive Services.

Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family whom the Department is required to serve pursuant to 18 NYCRR Part 430.9. Non-Mandated Preventive Services shall mean Preventive Services provided to a child and his or her Family who the Department may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this Agreement when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered Preventive Services.

(2) Case Management shall be defined as the responsibility of the Department to authorize the provision of Preventive Services, to approve the child and his or her Family eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case Planning shall be defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those Preventive Services needed by a child and his or her Family to prevent disruption of the Family or to help a child in foster care return home sooner. Case Planning shall include, but not be limited to, referring such child and his or her Family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case Planning responsibility shall also include documenting child and his or her Family's progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this Agreement. Case Planner shall mean the caseworker assigned Case Planning responsibility.

(4) Casework Contacts is defined as:

i. Individual or group face-to-face counseling sessions between the Case Planner and the child and/or the child's parents, relatives or guardians constitutes Preventive Services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

ii. Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child

and Family's service plan.

(5). Clinical Services shall be defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from Casework Contacts as defined in paragraph (4) of this Agreement.

(6). Day Care Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(7). Day Services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and Transportation Services, for at least three (3) but less than twenty-four (24) hours per day and at least four (4) days per week, excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, such service(s) may be waived.

(8). Emergency Cash or Goods shall be defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his or her Family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency Shelter shall be defined as providing or arranging for shelter where a child and his or her Family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his or her parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his or her parents and needs services to prevent return to foster care.

(11). Family Planning Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(12). Home Management Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/Chore Services as defined in the Consolidated Services Plan for New York State prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services shall be defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to

maintain and enhance parental functioning and Family/parent role performance. Techniques may include, but not limited to: role modeling, listening skills, Home Management assistance and education in parenting skills and personal coping behavior.

(16). Parent Training shall be defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a Family or help a child in foster care return home sooner than otherwise possible. Parent Training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation Services shall be defined as providing or arranging for transportation of the child and/or his or her Family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a Preventive Service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's Family.

(18). Client shall mean a child and/or his or her Family determined by the Department to be eligible for Preventive Services.

SECTION II. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2019 through September 30, 2022. The option to renew this Agreement for an additional two (2) one-year terms is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement. It is understood and agreed that the County and the Department shall not be obligated to extend or renew the terms of this agreement.

SECTION III. SCOPE OF SERVICES

(1). It is mutually agreed between the Department and the Contractor that the Contractor shall furnish Preventive Services to Clients in accordance with federal and New York State laws and regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Office of Children and Family Services ("OCFS"). It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(2). The Department shall be responsible for determining the eligibility of persons for Preventive Services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the OCFS.

(3). The Department shall be responsible for Case Management which shall include authorizing the provision of Preventive Services, approving Client eligibility in accordance with 18 NYCRR Section 423.3, and approving child service plans.

(4). The Contractor shall provide Preventive Services in accordance with the Purchase of Service Specifications attached hereto and made part hereof as Appendix C.

(5). The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(6). The Contractor and the Department shall comply with Section 153 of the Social Services Law which requires all social services districts which purchase Preventive Services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(7). The Contractor and the Department agree that a determination by the OCFS to deny reimbursement to the Department for the provision of Preventive Services for a Client, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased Preventive Services, from its statutory or contractual obligations to continue to provide Preventive Services for the Client or other children in its care.

(8). Case Planning, along with Casework Contacts, shall be provided by the Contractor in accordance with Appendix C of this Agreement and as required by individual case plans pursuant to 18 NYCRR Part 428.1 through 428.10.

(9). The Contractor shall review and discuss the service plan with the Department. Any changes in the plan, or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.

(10). The Contractor shall comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV. FAIR HEARINGS

The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The Department shall also inform applicants for or recipients of Preventive Services how to file a fair hearing request. The Department shall be responsible for establishing fair hearing procedures; holding fair hearings, and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of the decision. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V. REIMBURSEMENT

(1). The Department shall reimburse the Contractor for provision of Preventive Services in accordance with state and federal regulations pertaining to reimbursement of Preventive Services.

(2). The Department shall monitor the performance of the Preventive Services monthly and

a fiscal penalty shall be imposed for the Contractor's failure to meet program outcomes as detailed under title "Outcomes/Measurements for Parent Aide Agreement" of Appendix C. A fiscal penalty equal to a reduction of two percent (2%) of the monthly installment shall be assessed for each outcome not met.

(3). Reimbursement shall be issued in monthly installments, as detailed below, upon submission of a County voucher and data necessary to allow the County and the Department to determine if a fiscal penalty is to be assessed.

a. For the period of October 1, 2019 through September 30, 2020, the County shall reimburse the Contractor as follows:

   i. Monthly reimbursement for the period of October 1, 2019 through August 31, 2020 shall be $22,328.93;

   ii. Monthly reimbursement for the period of September 1, 2020 through September 30, 2020 shall be $22,328.99;

   iii. Total reimbursement by the County to the Contractor from October 1, 2019 through September 30, 2020 shall not exceed $267,947.22.

b. For the period of October 1, 2020 through September 30, 2021, the County shall reimburse the Contractor as follows:

   i. Monthly reimbursement for the period of October 1, 2020 through August 31, 2021 shall be $21,884.67;

   ii. Monthly reimbursement for September 1, 2021 through September 30, 2021 shall be $21,884.65;

   iii. Total reimbursement by the County to the Contractor from October 1, 2020 through September 30, 2021 shall not exceed $262,616.02

c. For the period of October 1, 2021 through September 30, 2022, the County shall reimburse the Contractor as follows:

   i. Monthly reimbursement for October 1, 2021 through August 31, 2022 shall be $22,392.70;

   ii. Monthly reimbursement for the period of September 1, 2022 through September 30, 2022 shall be $22,392.68;

   iii. Total reimbursement by the County to the Contractor from October 1, 2021 through September 30, 2022 shall not exceed $268,712.38.

(4). In the event that the County and the Department elect to renew this Agreement

for one or both renewal terms pursuant to "Section II: Term of Agreement" of this Agreement, monthly reimbursement for such renewal terms shall be as detailed below, upon submission of a County voucher:

a. For the period of October 1, 2022 through September 30, 2023, the County shall reimburse the Contractor as follows:

i. Monthly reimbursement for October 1, 2022 through August 31, 2023 shall be $22,915.96;

ii. Monthly reimbursement for September 1, 2023 through September 30, 2023 shall be $22,915.91;

iii. Total reimbursement by the County to the Contractor from October 1, 2022 through September 30, 2023 shall not exceed $274,991.47.

d. For the period October 1, 2023 through September 30, 2024, the County shall reimburse the Contractor as follows:

i. Monthly reimbursement for October 1, 2023 through August 31, 2024 shall be shall be $23,454.92;

ii. Monthly reimbursement for September 1, 2024 through September 30, 2024 shall be $23,454.97;

iii. Total reimbursement by the County to the Contractor from October 1, 2023 through September 30, 2024 shall not exceed $281,459.09.

(5). The total cost of services for the term of this Agreement shall not exceed $799,275.62.

(6). The total cost of services for the term of this Agreement and the two (2) optional renewal terms, if elected by the County and the Department, shall not exceed $1,355,726.18.

(7). Each voucher shall include the Agreement number and Agreement name as provided by the Department and shall have attached:

i. Statement identifying each Client provided with Preventive Services in said month, listing the days of admittance and discharge from the program;

ii. Copy for each case of "Itemized Individual Billing for Preventive Services" with case number, Case Manager's name, and case comments;

iii. Title XX forms as required by the Department; and

iv. Other data which shall be mutually agreed upon.

SECTION VI. GENERAL RESPONSIBILITIES OF PARTIES

(1). The governing board of the Contractor shall exercise oversight of its day to day affairs and programs. The Contractor shall have the responsibility for day-to-day provision of Preventive Services for each Client serviced by it in accordance with this Agreement and with appropriate OCFS regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each Client rests with the Department.

(2). The Contractor shall maintain sufficient staff, facilities and equipment, in accordance with the regulations of the OCFS in order to provide the Preventive Services set forth in Appendix C of this Agreement.

(3). The Contractor shall provide the Preventive Services described in Appendix C of this Agreement at the principal location of:

Cayuga Home for Children (a/k/a Cayuga Centers).
101 Hamilton Avenue
Auburn, New York 13021

and shall provide the Department written notification of the location(s) of any additional support services provided in conjunction with the child service plan, outside of the aforementioned address.

(4). The Department shall notify the Contractor with the name of the person assigned to monitoring responsibility for child protective services for the recipients receiving Preventive Services from the Contractor.

SECTION VII BOOKS, RECORDS, AND REPORTS

(1). The Contractor shall keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each Client receiving Preventive Services under this Agreement. Each record shall indicate the Preventive Services provided to the Client, in addition to other recipients of service involved with the case, including the date such services were provided. The Contractor shall make such reports to the Department on the current status and progress of each recipient of Preventive Services at intervals required in the OCFS regulations.

(2). All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(3). The records of individual Clients of Preventive Services shall be made available to the Department upon request for consultation or review.

(4). The Contractor shall maintain statistical records as required by the Department and

shall furnish such data at times prescribed by and on forms supplied by the Department.

(5). The Contractor shall maintain financial books, records and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the Preventive Services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.

(6). The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for Preventive Services to which they relate, during which time authorized County, state and/or federal auditors shall have access to and the right to examine the same.

(7). In addition to Paragraph 3, 4, 5 and 6 of this Section, and until the expiration of (6) years after the furnishing of Preventive Services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII. ACCOUNTABILITY

(1). The Department shall establish methods to evaluate the provision of Preventive Services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statue, has ultimate responsibility for the protection and preservation of the welfare of all children within her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the Preventive Services provided to the children referred hereunder.

(2). The Contractor agrees that a program and facilities review, as pertains to the delivery of Preventive Services under this Agreement, including meetings with Clients of Preventive Services, review of uniform case records, review of Preventive Service policy and procedural issuances, review of staffing and job description and meetings with any staff directly or indirectly involved in the provision of Preventive Services, may be conducted at any reasonable time by qualified personnel from those local, state and federal agencies with the required legal powers and statutory authority to conduct such activities.

(3). The Department shall confer with the Contractor at least twice a year to discuss the Contractor's Preventive Services purchased by the Department. This shall include, but not be limited to, such items as frequency of contact and planning with the natural Family and significant others, scope of service plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual Client reviews shall include

determination of compliance to Agreement requirements.

(4). If the Contractor fails to substantially conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the OCFS as it deems necessary.

(5). The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. It should also be noted that where subcontractors are permitted, they are subject to federal and state requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor.

(6). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the Preventive Services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the Contractor are annexed to this Agreement.

SECTION IX. COMPLIANCE WITH LAW

(1). The Contractor shall comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor also agrees to observe all applicable federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(2). The Contractor shall be bound by the terms and conditions of Appendix A, Appendix B, Appendix C, and the Standard Oneida County Conditions Addendum, each attached hereto and made a part hereof.

SECTION X. TERMINATION OF AGREEMENT

(1). This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(2). In addition to the termination provisions set forth in paragraph 1 *supra*, the Department shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any federal, state or local health, safety or fire code regulations; or in the

event that any license, approval or certification of the Contractor, required by federal, state or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.

(3). When the Agreement is to be terminated pursuant to Paragraph 1 and/or 2 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty (60) days from the date of notice, unless substantial breach of Agreement is involved, in which case the effective date shall not be less than thirty (30) days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.

(4). Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 1, or 2 *supra*, the Department shall arrange for the transfer to another Contractor of all Clients then served by the Contractor. In order to reimburse that Contractor for all Clients not transferred by the effective date of termination, the Department and Contractor shall negotiate an extension of this Agreement prior to the date of termination.

(5). The Contractor shall comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department any overpayments or excess funds paid to the Contractor pursuant to this Agreement; not incurring or paying any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmitting to the Department or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any Preventive Services provided under the terms of this Agreement.

(6). The Contractor agrees that any equipment purchased with funds under this Agreement is the property of the Department and shall revert to the Department upon any termination or failure to renew the Agreement pursuant to New York State law.

SECTION XI. PERFORMANCE OF SERVICES

(1). This Agreement may not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the Department.

(2). The Contractor warrants that it is not in arrears to the County upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(3). The Contractor warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. The Contractor further agrees to keep such required documents in full force and effect during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.

(4). The Contractor represents that the Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the

Preventive Services. The Contractor shall use the Contractor's best efforts to perform the Preventive Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details and means of performing the Preventive Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

(5). The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors, upon written consent from the Department, and/or partners as the Contractor deems necessary to perform the Preventive Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the Preventive Services by the Assistants in a manner satisfactory to the County, in compliance with 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 XII. 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 and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor and its Assistants, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that neither the Contractor nor its Assistants, shall hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

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

(3). The Contractor and its Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

(4). The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall 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, 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.

(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 XIII. INDEMNIFICATION

The Contractor shall at all times defend, indemnify, and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act or omission or commission by the Contractor, its officers or employees, with respect to this Agreement and any of the terms thereof.

SECTION XIV. INSURANCE REQUIREMENTS

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

i. Commercial General Liability (CGL) coverage with limits of insurance of not less

than $1,000,000 each occurrence and $3,000,000 annual aggregate.

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

b. Abuse and Molestation coverage must be included.

c. Oneida County, and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

ii. Workers' Compensation and Employer's Liability

a. Statutory limits apply.

iii. Business Automobile Liability (BAL)

a. BAL with limits of at least $1,000,000 each accident.

b. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.

c. Oneida County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

iv. Commercial Umbrella

a. Umbrella limits must be at least $5,000,000.

b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

b. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

v. Professional Liability coverage with limits of $1,000,000 each occurrence and $3,000,000 aggregate.

(2). Waiver of Subrogation: the Contractor waives all rights against the County and its

agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, BAL, Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

(3). Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

SECTION XV. VENUE

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

SECTION XVI. ADVICE OF COUNSEL

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

SECTION XVII. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

****

Date: 11-19-19

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

****

Approved: _____
Maryangela Scalzo, Assistant County Attorney

****

Date: 9/10/19

Oneida County Department of Social Services: _____
Colleen Fahy-Box, Commissioner

****

Date: 09/06/19

Cayuga Home for Children: _____
Edward Myers Hayes, President & CEO

****

APPENDIX A

NEW YORK STATE CONDITIONS

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

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a). the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

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

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

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

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

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

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

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

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

2). Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

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

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

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.

b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.

c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:

1. By certified or registered United States mail, return receipt requested;
2. By facsimile transmission;
3. By personal delivery;
4. By expedited delivery service; or
5. By e-mail

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

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

c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

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

OFFICE SERVICES

a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.

b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.

e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;

1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
2. Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

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

h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.

i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.

j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

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

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

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

n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:

1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
7. The Contractor has engaged in any other actions of a similarly serious nature.

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

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

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

o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a

p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

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

REPORTS AND DELIVERABLES

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

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

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

d. All information contained in the Contractor's, or it's 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 filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

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

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

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

contracting to provide services funded by any federal money.

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

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

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

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

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

Cayuga Centers

NAME OF CONTRACTED AGENCY

Edward Hayes Hayes President and CEO

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

09/06/19

DATE

APPENDIX C

Purchase of Service Specifications

I. Preventive Service Goals and Objectives:

A. Definition: Parent Aide Services are defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and Family / parent role performance. Techniques may include, but not be limited to role modeling, listening skills, Home Management assistance and education in parenting skills and personal coping behavior.

B. Target Population: Contractor's SafeCare program will provide community-based parent aide services to 30 families at any given time in order to prevent foster care, or to return children from foster care (SafeCare). The major priority of Preventive Services is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Contractor will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

C. Program Goals:

1. Provide Family and community-based services to children at imminent risk of placement into foster care and their families. The products are aimed at reducing the number of children entering / reentering Foster Care to include Persons in Need of Supervision (PINS) and Juvenile Delinquents (JDs) and helping them return successfully to the community.

2. To reunify children in foster care with their families as quickly as possible through training, education and Family support services designed specifically to strengthen the Family unit. Intervention of Parent Aide Program services help to ensure a safer, more nurturing and healthier home environment.

3. To assist children and Families in longer term planning when return home from foster care is not possible. This may include adoption when appropriate and possible.

4. To serve 30 families at any given time during the Agreement term.

II. Program Description:

A. Staffing: The Contractor will employ two (2) full-time SafeCare Home visitors, one (1FTE) Transportation and Visit Coach, and a portion (0.10 FTE) of a Program Director's position. Safecare Home Visitors shall have a maximum caseload of 12-15 families at any given time. Cayuga Home for Children agrees to provide SafeCare to (30) families at any one time during

the Agreement term. These cases will be drawn from the Department's active preventive and protective caseload. The Safecare Home Visitors will be available flexible hours to better serve the families. Staff will preferably hold a minimum of a Bachelor's degree.

B. The Contractor shall facilitate supervised visits at the Department's discretion.

C. The Contractor shall continue to provide required services to families as outlined in this Agreement and New York State Regulations regardless of the vacancy status of personnel.

D. The Contractor shall provide parent aide services as defined below by New York State Regulations.

E. The Contractor shall cooperate with the Department and provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state and local law. The Contractor shall participate in a centralized intake process and shall not reject any case referred, nor close any case without prior written approval from the Department. The Contractor shall not sub-contract any part of the Agreement award. SafeCare will be provided in the Family's home, as required by law.

F. The Contractor shall provide Family and community-based services to children at imminent risk of foster care and their families to reduce the number of children entering or re-entering foster care and helping them return successfully to the community. The Contractor shall reunify children in foster care with their families as quickly as possible, ensuring a safe, nurturing and healthy environment. The Contractor shall assist in developing a permanency plan when children cannot return home. The Contractor shall provide visitation services. The Contractor shall provide all services to all referred families, up to 30 families, regardless of the vacancy status of personnel, as defined by the New York State regulations.

III. Department Required Operating Procedures:

A. Referrals shall be made by the Department and faxed to the Contractor. The referral packet will include the parent aide referral form, any court orders and FASPS, as well as contact information for the current caseworker and supervisor. In the absence of the court order or FASP, the Department shall provide a brief summary of what is in the current court order and the basic service plan agreed upon at this point.

B. Within one (1) business day of the date of the referral the Contractor shall notify the Department who was assigned as SafeCare Home Visitor to the case.

C. Upon receipt of the referral, and within one (1) business day of such, the SafeCare Home Visitor shall contact the caseworker to discuss case issues, make an initial assessment of Family's needs and create a possible plan of action.

D. Within five (5) business days of assignment the SafeCare Home Visitor shall contact the

Family and establish a meeting schedule. SafeCare Home Visitor contacts shall initially be weekly and as case transitions to closure contacts shall be decreased. These decisions shall be discussed with the assigned caseworker and made part of the service plan reviews.

E. The caseworker shall be given the option of accompanying the SafeCare Home Visitor on the first visit to the Family.

F. A Housing Inspection shall be completed and submitted to the Department within ten (10) business days.

G. Weekly home visits shall occur at a minimum of one (1) hour per week. (Direct service time with Family does not include travel time). Routine communication with caseworker shall occur after each visit. All contacts will be incorporated into service plan reviews.

H. SafeCare Home Visitor shall make monthly phone or other personal contact with the assigned caseworker and provide monthly update as to case status.

I. SafeCare Home Visitor shall complete contemporaneous case notes of all case contacts. These notes shall include, but not be limited to, the following information: where, when and how the contact occurred, who was present during the contact, purpose of the contact, issues discussed during the contact, any concerns noted during the contact, and an ongoing assessment as to how much progress the parent is making to reach the established goals. These notes shall be provided to a designated person within the Department by the 5th of the following month.

J. SafeCare Home Visitor shall attend and participate in all FASP related meetings and/or service planning meetings that they are requested to attend when provided reasonable notice.

K. SafeCare Home Visitor shall attend court appearances as requested and provide the following:

1. Testimony, as needed;

2. SafeCare Home Visitor shall make available case notes which include: where, when, and how contact occurred with the parent, who was present, purpose of the contact, issues discussed with the parent, concerns of either parent or parent aide, and an update on the parent's progress towards attaining goals.

L. SafeCare Home Visitor shall utilize a parenting curriculum to provide one-on-one parent skills training. This training shall be a priority for the Contractor and every effort shall be made to complete the training expeditiously within the guidelines of the particular curriculum. The Contractor shall notify the Department of a parent's successful completion of the parenting program and/or the parent's failure to complete or benefit from the training.

M. If a parent or Family is non-compliant with SafeCare:

1. The SafeCare Home Visitor shall notify the Department (both the caseworker and Department's designated staff person) if, after reasonable attempts, a Family is not cooperating with SafeCare.

2. The Department shall schedule a service plan meeting to discuss lack of compliance and make an appropriate plan of action. Contractor staff shall participate in the meeting. If the decision is to terminate SafeCare pending future compliance, the Contractor shall provide a letter to the Department outlining their efforts and the reason for the closure; all closures shall be approved by the Department.

N. At every six (6) month FASP review the Department's Grade A Supervisor must approve the continuation of SafeCare.

O. Referrals for SafeCare and/or open SafeCare cases will not be rejected or closed without the approval of the Department.

P. Due to the large geographic area and lack of public services, transportation is a key issue for families seeking self-sufficiency. The Contractor will work with referred Families to establish goals to address the transportation issue and enable them to plan for appropriate transportation when needed (ex. considering transportation issues when locating a home or service, learning how to utilize public transportation services such as taxi's, bus routes, ride sharing, securing a vehicle if possible etc.). The Contractor agrees to arrange or provide transportation for child and his or her Family assigned to their caseload, for the following situations, but not limited to these situations:

1. Medical Appointments;

2. Visitation;

3. Counseling appointments;

4. Shopping, and contacts with other agencies to improve housing;

5. Pre-Placement Visits, if necessary; and

6. To the Department for departmental business.

Q. The Commissioner reserves the right to evaluate the job performance of the individual chosen to perform the work and may request such individual be relieved of his or her duties under this Agreement and another person chosen in his or her place. The final decision on reassignment of staff rests with Contractor.

IV. Records and Reports:

A. The Contractor will complete Title XX Eligibility forms for each Family. The forms must be submitted monthly with Oneida County Voucher no later than the 5th day of the following month to ensure payment and include a summary of the month's activity.

B. All reports required herein are required by federal, state or local law, rule or regulation.

C. The Contractor shall prepare and provide any and all monthly or quarterly reports required by the County and/or state governments pertaining to the services provided for in this Agreement. Monthly reports shall be completed and submitted by the 5th day of the following month.

D. The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor agrees to complete a Contract Staff Vacancy Report upon changes.

E. The Contractor shall complete a listing of current Agreement personnel upon full execution of the Agreement. The Contractor shall notify the Department of staff vacancy and/or staff changes through the Staff Modification Notice provided by the Department. Both staff data notices shall be sent to the Contract Administrator

F. The Contractor shall provide a program "portfolio," as discussed and mutually agreed upon. The Contractor shall participate in program evaluation planning and preparation.

V. Contractor's Program Description: Family Development Services

SafeCare Model Overview

A. SafeCare is an evidence-based, behavioral parent-training program for families at-risk or reported for physical abuse or child neglect. The target population is parents of children ages 0-8 years. SafeCare is provided once weekly through in-home visits that last up to 90 minutes. The duration of the program is typically 15-20 weeks for each family, and the content for home visiting sessions is delivered in three separate modules. Each module includes a baseline assessment, intervention (training) sessions, embedded supervised visitation, and follow-up assessments to monitor changes and progress in parenting skills over the course of the program.

B. Home Safety Module: This module involves the identification and elimination of safety and health hazards by making them inaccessible to children. The Home Accident Prevention Inventory (HAPI) is a validated and reliable assessment checklist designed to help a provider measure the number of environmental and health hazards accessible to children in their homes. Homes are evaluated using this assessment tool and then training takes place to assist parents in identifying and reducing the number of hazards and making

them inaccessible to their children. Safety latches and other safety equipment are supplied to Families. This significantly reduces hazards in the home, thereby reducing harm to children.

C. Health Module: This module teaches parents to use health reference materials, identify and prevent illness, and provide or seek appropriate medical treatment by following the steps of a task analysis. The module includes parental roleplaying in various health scenarios and decision-making about treating the child at home, calling a medical professional, or pursuing emergency treatment. Parents are provided with a medically validated health manual that includes a symptom guide, information about planning and prevention, caring for a child at home, calling a physician or nurse, and emergency care. Parents are also supplied with health recording charts and basic health supplies. After successfully completing this module, parents are able to identify symptoms of illnesses and injuries, as well as determine and seek the most appropriate health treatment for their child. Outcomes include fewer emergency room visits and healthier children.

D. Parent-Child/Parent-Infant Interactions Module: This module consists of training on parent-infant interactions (birth to 18 months) and parent-child interactions (18 months to 8 years). This purpose of this module is to teach parents to provide engaging and stimulating activities, increase positive interactions, and prevent troublesome child behavior. The primary method for teaching this module is Planned Activities Training (PAT) checklist. Providers observe parent-child play and/or daily routines and code for specific parenting behaviors. Positive behaviors are reinforced and problematic behaviors are addressed and modified during the in-home sessions. Providers teach parents to use PAT checklists to help structure their everyday activities. Parents receive activity cards that have prompts for engaging in planned activities. Providers are also trained to teach structured problem solving and communication skills to parents across all modules, as needed. Additionally, there are specially tailored materials for parents with intellectual disabilities.

E. The following goals are the foundation of the Contractor's SafeCare program:

1. Promote the safety and well-being of children ages 0-8 and their Family members.

2. Help parents improve their parenting skills, identify parental strengths and support their efforts to care for their children.

3. Further the creation of a safe, stable and nurturing Family environment in which children can grow and develop in a healthy manner.

4. Maintain and build upon primary Family connections.

5. Improve individual and Family functioning within the context of their culture and community.

VI. Program Description

A. In order for a youth and Family to enter the program, a referral will be made by the Department. Similar to the Contractor's current FFT and MST program, the referral process will be a joint effort between the Contractor and the Department. When the Department sends the referral packet via email or fax, the SafeCare Supervisor will sign off on the referral and immediately confirm receipt. Within 24 hours of the date of referral, the Contractor will notify the Department regarding who the case has been assigned to and the assigned bachelor's level SafeCare Home Visitor will contact the caseworker to discuss case issues, initial assessment of the Family's needs and a plan of action.

B. In the Contractor's experience, early engagement of youth and Families is a prime indicator of the Family's commitment to completing the intervention. Therefore, SafeCare staff will reach out to Families within the first 24 hours of referral receipt. The staff member responsible for the case will then notify the referring caseworker when the Family has been contacted. Throughout the entirety of the intervention, the Contractor's staff will remain accessible to the Department to ensure open communication and dialogue. The SafeCare curriculum will be delivered one-on-one by the assigned SafeCare Home Visitor through once weekly in-home visits that last up to 90 minutes. SafeCare Home Visitors carry a typical caseload of 12 to a maximum caseload of 15 Families at any given time. The duration of the program is typically 15-20 weeks for each Family, depending on individual need. With two (2) full time SafeCare Home Visitors, the program will be equipped to serve up to 30 families at any given time.

C. SafeCare Home Visitors will complete case notes for each visit as well as assessments detailing the Family's progress and goal completion. SafeCare Home Visitors will make monthly (or more) phone or other personal contacts with the assigned caseworker and provide monthly updates regarding case status. Additionally, the Contractor will keep the Department informed of any significant incidents involving the Family as soon as SafeCare staff are made aware.

D. In addition to providing the SafeCare parent-training curriculum, SafeCare staff will be available to attend and participate in all FASP related meetings and/or service planning meetings as requested. Title XX Eligibility forms will be completed for each Family and will be submitted in a timely fashion. Additionally, SafeCare staff will attend court proceedings as requested and will testify, if needed. To address potential language barriers with families, Cayuga Centers will utilize its existing contract with MAMI Interpreters to provide interpretation services.

E. In an effort to ensure that Families have access to appropriate transportation, one full time Transportation and Visit Coach will be assigned to assist SafeCare Families with arranging transportation and, if needed, provide transportation. By addressing transportation needs, the Transportation and Visit Coach will ensure that Families are able to attend crucial medical appointments, visitation sessions, counseling, shopping, housing-related appointments, pre-placement visits and appointments with the

Department, as needed. Families will also be assisted with establishing goals to address long- term transportation needs as well as individualized instruction on how to utilize public transportation.

F. For Families that require visitation sessions outside of those already embedded within the SafeCare curriculum, the Transportation and Visit Coach will also be available to facilitate supervised visitation sessions. Following each supervised visitation, the Transportation and Visit Coach will provide feedback to the assigned SafeCare Home Visitor regarding parent-child interactions and other items as related to the Family's specific goals. This will allow Families to have additional visitation time, provide additional means to model learned parenting skills and offer SafeCare staff with additional opportunities to monitor changes and progress and adjust the intervention accordingly.

G. The Contractor has already built links to community organizations including employment agencies, housing supports and substance abuse treatment programs throughout Oneida County. SafeCare will also benefit from established working relationships with schools, neighborhood community centers, health offices, police departments, and other local agencies. Because staff has these community links, they will be able to pull in additional resources that can help the Family and youth throughout the SafeCare intervention. Inclusion of all these systems also helps to promote lasting behavior change in the youth's natural environment, using the strengths of each system to facilitate change long after the intervention is completed.

H. Overview of core SafeCare components in Oneida County:

- Immediate response to a referral (within 24 hours);
- Linkage to community services including arranging or providing transportation;
- Assessment of strengths, needs and interests;
- Initial and ongoing safety assessment and planning with Family members;
- Active involvement of children, parents and primary caretakers in goal setting and service planning;
- Intensive evidence-based, behavioral parent-training curriculum delivered in-home at the convenience of the Family;
- Intensive weekly parent skill building with parents/guardians to improve knowledge in child development, home safety and other issues related to child care (i.e. discipline);
- Facilitation of visitation sessions between the parent/child through the SafeCare curriculum and by the Transportation & Visit Coach;
- A home safety materials fund, of which SafeCare staff will identify crucial home safety needs and provide specific items to ensure child safety;
- Assistance in obtaining basic needs;
- Engagement of parent/guardian with a community support activity;
- Referrals as needed to health, mental health service, and substance abuse services.

VII. Reporting

After the intake paperwork is completed, the Contractor's SafeCare staff performs an initial baseline assessment with the youth and Family. In this assessment, staff gathers pertinent information about the Family, their living situation and current skills (or lack thereof). Baseline information that is gathered includes, (but is not limited to): referral reason, problematic behaviors, activities the youth participated in, and Family skills. This information serves as the base of all future work. Measuring where the Family currently stands will allow the Contractor to monitor changes in specific intervention target areas.

A. Further monitoring occurs throughout the intervention; staff document each meeting with the Family, noting progress, issues, and concerns. These notes serve as a record of what transpired during the session, where the session took place, and allows staff to plan for the next session. As each SafeCare Home Visitor completes their weekly summary, the number of sessions is tracked with a utilization database and broken down by staff member and case. This monitoring also helps to ensure SafeCare model adherence.

B. As the intervention comes to an end, the Contractor's staff completes a closing assessment with the youth and Family similar to the baseline assessment. The closing assessment tracks the same data including the referral reason, problematic behaviors, activities the youth participated in, and Family progress. Asking these questions at two different times allows the Contractor's staff to assess the effectiveness of the program. The change between the baseline and closing assessments also allows for further analysis of program outcomes.

C. In order to collect and compile this information, the Contractor utilizes an agency database. Quarterly reports will be produced using the data from the change between baseline and closing assessments. These reports document progress that is occurring and will be provided quarterly to the Department. In the case that the Department would like additional data; the Contractor can modify assessments in order to collect any information needed.

D. When the intervention is completed, staff continues to stay in contact with the Family. Family progress is tracked for a period of twelve months through phone calls to the Family to check in and make sure the youth and Family are continuing to use the tools they learned during SafeCare. The Contractor's staff follows up with Families at certain intervals for the year following successful completion of the program, at the frequency of, three (3), six (6), and twelve (12) month phone calls. Participant satisfaction is also measured through satisfaction surveys delivered 30 days from the start of the intervention and 30 days after the intervention is completed.

E. By completing these follow-ups, the Contractor is able to confirm the Family's application of the skills and strategies they learned during the intervention and the continuation of the progress they made. This serves as both a collection of follow-up data as well as a mode of monitoring the agency's strengths and weakness in providing

SafeCare. This data will then be compiled and reported to the Department, if requested.

F. The Contractor places great importance on model fidelity. The agency's Continuous Quality Improvement Department conducts regularly scheduled file reviews and progress and outcomes are tracked during and after the intervention, utilizing agency and SafeCare model developer tools. The Contractor's recent accreditation through the National SafeCare Training and Research Institute demonstrates the agency's dedication to closely adhering to the SafeCare model.

Outcomes/measurements for SafeCare:

- **Outcome: Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.**

  Performance: Every parent referred to the Contractor for services will successfully complete the core curriculum, designed to improve the parent's child rearing competence within six (6) months from the initiation of service.

  Measurement: 70% of the Families referred for SafeCare will successfully complete the curriculum.

- **Outcome: There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.**

  Performance: There will not be any new allegations of abuse or neglect during program participation.

  Measurement: 70% of the Families assigned a SafeCare Home Visitor will not have a substantiated abuse or neglect report during program participation.

  Measurement: 70% of the Families assigned a SafeCare Home Visitor will not have a child placed outside the home during program participation.

- **Outcome: The Contractor will provide Family centered and culturally competent services to the target population.**

  Performance: Families will remain engaged in services until service plan goals are successfully completed.

  Measurement: 70% of the participants will report satisfaction with the services provided as measured by a client satisfaction survey given 30 days from the start of the program and 30 days after services end.

Appendix D

Cayuga Centers
Parent Aide Services
RFP - # 2018-259

Parent Aide Services
SafeCare Budget
2022

Expense Category					
Personnel	**Annual Salary**	**FTE**	**Total Salary**	**COLA**	**Funding Request**
Safe Care Home Visitor	$50,367.23	2.00	$100,734.46	$3,022.03	$103,756.49
Transportation & Visit Coach	$37,131.50	1.00	$37,131.50	$1,113.95	$38,245.45
Safe Care Supervisor	$61,712.55	0.10	$6,171.26	$185.14	$6,356.39
Director of Parent Aide Services	$63,654.00	0.10	$6,365.40	$190.96	$6,556.36
Vice President- Community Based Interventions	$106,653.34	0.05	$5,332.67	$159.98	$5,492.65
					$160,407.34
Fringe Benefits			**Total**		**Funding Request**
Fringe	20%		$32,081.47		$32,081.47
					$32,081.47
Total salary plus fringe					**$192,488.81**
Contractual Expenses			**Total**		**Funding Request**
Mileage Reimbursement	3 x 300ml x 48wks x .545		$23,544.00		$23,544.00
Employee Misc. Expense			$300.00		$300.00
Staff Development and Training			$2,250.00		$2,250.00
Rent			$6,000.00		$6,000.00
Utilities & Gas			$750.00		$750.00
Internet and Cellphone	cell + oncall for 3 + hotspot for 2		$2,600.00		$2,600.00
Telephone			$2,100.00		$2,100.00
Computer Expense			$4,500.00		$4,500.00
Equipment Leases			$1,500.00		$1,500.00
Office Supplies			$1,050.00		$1,050.00
Postage			$750.00		$750.00
Insurance			$750.00		$750.00
Consulting			$7,310.00		$7,310.00
Household Saftey Equipment			$6,000.00		$6,000.00
	Subtotal OTPS				**$59,404.00**
Administrative Overhead			**Total**		**Funding Request**
Overhead Allocated to Program	12%		$23,098.66		$23,098.66
					$23,098.66
Total Annualized Funding Request From Oneida County					**$274,991.47**
Monthly Cost Proposed:					**$22,915.96**
Maximum Units of Service: One unit equals one family	Case length: 20 weeks				78
Maximum caseload at a given time	15 cases Visit Coach x 2				30
Per Family/Per Diem Cost: This cost is per business day. As support services will occur at various times/lengths during the week, a daily fee will be charged.					**$35.26**

Cayuga Centers
Parent Aide Services
RFP - # 2018-259

Parent Aide Services
SafeCare Budget
2023

Expense Category					
Personnel	**Annual Salary**	**FTE**	**Total Salary**	**COLA**	**Funding Request**
Safe Care Home Visitor	$51,878.25	2.00	$103,756.49	$3,112.69	$106,869.19
Transportation & Visit Coach	$38,245.45	1.00	$38,245.45	$1,147.36	$39,392.81
Safe Care Supervisor	$63,563.93	0.10	$6,356.39	$190.69	$6,547.08
Director of Parent Aide Services	$65,563.62	0.10	$6,556.36	$196.69	$6,753.05
Vice President- Community Based Interventions	$109,852.94	0.05	$5,492.65	$164.78	$5,657.43
					$165,219.56
Fringe Benefits			**Total**		**Funding Request**
Fringe	20%		$33,043.91		$33,043.91
					$33,043.91
Total salary plus fringe					**$198,263.47**
Contractual Expenses			**Total**		**Funding Request**
Mileage Reimbursement	3 x 300mi x 48wks x .545		$23,544.00		$23,544.00
Employee Misc. Expense			$300.00		$300.00
Staff Development and Training			$2,250.00		$2,250.00
Rent			$6,000.00		$6,000.00
Utilities & Gas			$750.00		$750.00
Internet and Cellphone	cell + oncall for 3 + hotspot for 2		$2,600.00		$2,600.00
Telephone			$2,100.00		$2,100.00
Computer Expense			$4,500.00		$4,500.00
Equipment Leases			$1,500.00		$1,500.00
Office Supplies			$1,050.00		$1,050.00
Postage			$750.00		$750.00
Insurance			$750.00		$750.00
Consulting			$7,310.00		$7,310.00
Household Saftey Equipment			$6,000.00		$6,000.00
	Subtotal OTPS				**$59,404.00**
Administrative Overhead			**Total**		**Funding Request**
Overhead Allocated to Program	12%		$23,791.62		$23,791.62
					$23,791.62
Total Annualized Funding Request From Oneida County					**$281,459.09**
Monthly Cost Proposed:					**$23,454.92**
Maximum Units of Service: One unit equals one family	Case length: 20 weeks				78
Maximum caseload at a given time	15 cases Visit Coach x 2				30
Per Family/Per Diem Cost: This cost is per business day. As support services will occur at various times/lengths during the week, a daily fee will be charged.					**$36.08**

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

I, the undersigned, an employee of Lanigan Centers, (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: Rodney Myers Hayes

Signature:

Title: President and CEO

Date: 09/06/19

Witness: Chelsey Robinson

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 statue occurring in the workplace no later than five (5) calendar days after such conviction;

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

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

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

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

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

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

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

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

_____

_____

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

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

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

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA):

When applicable to the services provided pursuant to the Contract:

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

   i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

   ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

   iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

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

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

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

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

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

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

March 8, 2023

FN 20 23 - 130

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Dear Mr. Picente:

I am submitting the following Amendment to the Third Renewal between Oneida County, through its Department of Family and Community Services, and the Resource Center for Independent Living, Inc., located at 131 Genesee Street, Utica, New York, for your review and approval.

Due to high utilization of services, this Amendment is for additional funds for the provision of Social Model Adult Day Services provided by the Contractor at the Department's request. The Contractor provides community-based long-term care services to the frail and elderly and assists older consumers to delay or divert nursing home placement. Total reimbursement under this Amendment shall not exceed $95,000.00, which is supported by 75% ($71,250.00) State funds and 25% ($23,750) County dollars. This Amendment covers the Third Renewal period of January 1, 2022 through December 31, 2022.

I am available at your convenience to answer any questions you may have regarding this Amendment. If you concur, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/mk

Attachment

RECEIVED
MAR 20 2023

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

Anthony J. Picente, Jr.
County Executive

Date 3-17-23

Oneida Co. Department: Family and Community Services

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Resource Center for Independent Living, Inc.
131 Genesee Street
Utica, New York 13501

Title of Activity or Service: Social Model Adult Day Services

Proposed Dates of Operation: January 1, 2022 - December 31, 2022

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment

Summary Statements

1) **Narrative Description of Proposed Services**

Due to high utilization of services, funds will be added to Social Model Adult Day Services. This service is a structured five-hour, five-day-a-week adult day program that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Services. Eligible participants must be age 60 or older and functionally impaired, needing assistance in at least one of the following activities of daily living: toileting, mobility, transferring, or eating; or requiring supervision due to cognitive and/or psycho-social impairment. Services include a noon meal and transportation to and from the program.

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

- To provide 5-hour per weekday adult day services programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities including maintenance and enhancement of daily living skills, caregiver assistance, and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) **Program Design and Staffing**

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment. The staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

Total Funding Requested: $95,000.00 **Account #:** A6772.495.116

Oneida County Dept. Funding Recommendation: $75.00 /day

Proposed Funding Sources (Federal $/ State $/County $): $17,000.00
Federal: 0% ($0) State: $ 71,250 (75%) County: $ 23,750 (25%)

Cost Per Client Served: $75.00 per client per five-hour day

Past Performance Data: The Resource Center for Independent Living has provided Social Adult Day Care since 1984.

O.C. Department Staff Comments: N/A

AGREEMENT AMENDMENT

This Agreement Amendment made and entered into by and between **Resource Center for Independent Living, Inc.**, a not-for-profit corporation as defined in §102(a)(5) of the New York Not-For-Profit Corporation Law, with its principal offices located at 131 Genesee Street, Utica, New York 13501, hereinafter known as the "Contractor," and the **County of Oneida,** a municipal corporation existing and organized under the laws of the State of New York, with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter collectively known as the "County;" each a "Party" and collectively, the "Parties."

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides Social Adult Day Care and Level II Personal Care Assistance to Oneida County residents, hereinafter referred to as the "Original Agreement," (County contract number 75227), a copy of which is attached hereto as Exhibit "A." The Original Agreement was in effect from January 1, 2019 through December 31, 2019; and

WHEREAS, the Original Agreement included terms that allowed the County to renew the Original Agreement for four (4) additional one-year terms; and

WHEREAS, the Parties entered into a First Renewal (County contract number 91662) for the term of January 1, 2020 through December 31, 2020, a Second Renewal (County contract number 129294) for the term of January 1, 2021 through December 31, 2021, and a Third Renewal (County contract number 163033) for the term of January 1, 2022 through December 31, 2022; and

WHEREAS, during the term of the Third Renewal, high utilization of the service has resulted in the need for additional funds for the Contractor; and

WHEREAS, the parties are desirous of entering into an amendment to increase the maximum allowable compensation under the Third Renewal;

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

1. Paragraph 2 of the Third Renewal shall be amended to read as follows:

The total reimbursement from the **County** to the **Contractor** for the term of this Third Renewal shall not exceed ninety-five thousand dollars ($95,000.00).

2. All other terms of the Third Renewal shall remain in effect without change or alteration.

IN WITNESS THEREOF, the County and the Contractor have signed this Agreement on the date respectfully stated.

County of Oneida

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

Colleen Fahy-Box, Commissioner of Social Services — Date 3/13/23

Approved:

Maryangela Scalzo, Deputy County Attorney- Health and Human Services

Resource Center for Independent Living, Inc.

Zvia McCormick, CEO — Date 3/8/23

AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the **RESOURCE CENTER FOR INDEPENDENT LIVING, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York located at 401-409 Columbia Street, Utica, New York 13503, hereinafter known as the "**CONTRACTOR,**" and the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501 by and through its **OFFICE FOR THE AGING AND CONTINUING CARE** located at 120 Airline Street, Suite 201, Oriskany, New York 13424 hereinafter collectively known as the "**COUNTY.**" All parties to the Agreement shall be known individually as "**PARTY**" and collectively as the "**PARTIES.**"

WITNESSETH:

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

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

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

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

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

1. TERM OF AGREEMENT

The term and conditions of this Agreement shall **commence January 1, 2019** and **terminate December 31, 2019.**

2. AGREEMENT RENEWAL

A. At the **COUNTY'S** sole discretion, this Agreement may be renewed for an additional four (4) one-year terms.

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR** on an annual basis and the **COUNTY** reserves the right to seek the same or similar services from third parties.

3. SCOPE OF SERVICES

A. The **CONTRACTOR** shall, as part of the terms and conditions of this Agreement, comply with the State of New York's Social Adult Day Care Regulations, New York Executive Law, Chapter 11 Part 6654.20 (9 NYCRR 6654.20).

B. The **CONTRACTOR** shall provide Social Adult Day Care Services and PCA Level II Services (collectively, the "Services") to frail individuals ("Consumers") as authorized by the **COUNTY** and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

1. residing in rural areas,
2. with greatest economic need (with particular attention to low-income minority individuals);
3. with greatest social need (with particular attention to low-income minority individuals);
4. with severe disabilities; or
5. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** shall provide the Services in Oneida County.

D. The **CONTRACTOR** shall provide the Services pursuant to New York State laws, rules and regulations, including:

1. The Social Adult Day Care Program Regulations, New York Executive Law, Chapter II Part 6654.20 (9 NYCRR part 6654.20), which include:
   i. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and

monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period.

ii. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, eating; or needing supervision due to cognitive and/or psycho-social impairment.

iii. "Nutrition" means providing nutritious meals for Consumers who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the **COUNTY**; and offering snacks and liquids for all Consumers at appropriate times.

2. 18 NYCRR §505.14 and any New York State Department of Health regulations promulgated thereunder for PCA Level II Services (PCAII).

E. The **CONTRACTOR** agrees that all Consumers shall receive Services only in accordance with an individualized **written** service plan that is based on the Comprehensive assessment for Aging Network Community-Based Long Term Care Services (COMPASS), and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.

F. The **CONTRACTOR,** upon approval by the **COUNTY,** shall provide personal care level 2 services (PCA11) to the Consumers where indicated in their care plan.

G. As specified in State of New York's Social Adult Day Care Program Regulations, all of the **CONTRACTOR'S** Services personnel, both paid and volunteer, shall attend six (6) hours of training annually, and new program employees or volunteers shall receive at least twenty hours of group, individual and/or on-the-job training.

H. The **CONTRACTOR'S** personnel shall keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state, or national training is encouraged.

I. The **CONTRACTOR** and the **COUNTY** shall hold periodic coordinating meetings as needed.

J. The **CONTRACTOR** and the **COUNTY** shall work cooperatively to develop comprehensive Services for Oneida County.

K. The **CONTRACTOR** shall make a good faith effort to recruit interns from the local colleges' student intern programs.

4. PERFORMANCE OF SERVICES

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

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

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

5. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** for the Services which are provided in accordance with the terms and conditions of this Agreement, the CSEP, and the Caregiver Support III-E grants.

B The **COUNTY** shall reimburse the CONTRACTOR fifteen dollars ($15.00) per hour for each Consumer receiving Adult Day Care Services which shall include program, meals, and transportation. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments at seven dollars fifty cents ($7.50) per half hour when the Consumer is attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed seventy-five dollars ($75.00) per Consumer, per day.

C. The **COUNTY** shall reimburse the **CONTRACTOR** twenty dollars ($20.00) per hour for each Consumer that receives PCA11 services pursuant to this Agreement.

D. The total reimbursement for Services provided under this Agreement shall not exceed one hundred eight thousand five hundred dollars ($108,500.00).

E. The **COUNTY** funds are contingent upon availability of state and County of Oneida funding; reimbursement shall be made in twelve (12) monthly installments upon submission of a **COUNTY** voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as **APPENDIX C.**

F. The **COUNTY** shall not be liable for any late fees or for any interest on late payments. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and **COUNTY** officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

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

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

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

6. <u>NO CLAIM FOR DAMAGE</u>

The **CONTRACTOR** shall make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY.**

7. EXPENSES

The **CONTRACTOR** is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services, and other general operating expenses.

8. TRAINING

The **CONTRACTOR** shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

9. NON ASSIGNMENT CLAUSE

The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

10. SUBCONTRACTS

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the Services.

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

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

11. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR'S** Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The **CONTRACTOR**, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in

accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

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

C. The **CONTRACTOR'S** Assistants shall not be eligible for compensation from the **COUNTY** due to

1. illness;
2. absence due to normal vacation;
3. absence due to attendance at school or special training or a professional convention or meeting.

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

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

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

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

12. STANDARD ASSURANCES

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

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

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

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

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

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

13. NYSOFA TERMS AND CONDITIONS

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

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

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide Services, shall provide Services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such

Services, and to meet specific objectives established by the **COUNTY** for providing Services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the Services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at Service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation service provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

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

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

14. GRIEVANCE PROCEDURES

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

15. 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 Voucher Instructions for Units of Service Contracts, attached as **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting Consumer contributions for all Consumers who attend Office for the Aging and Continuing Care funded Services. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded Consumer, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction 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 agree to have an independent audit conducted for the contracted program if it has provided the Services to the **COUNTY** for two (2) years or more. A copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

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

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

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75, et seq.

16. INDEMNIFICATION

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

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

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

17. INSURANCE COVERAGE REQUIREMENTS

A. As part of its obligation to indemnify, defend, and hold harmless the **COUNTY**, its officers, agents, employees, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

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

C. Prior to the start of any Services, the **CONTRACTOR** shall provide certificates of insurance to the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the **CONTRACTOR** to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants the **COUNTY** a limited power of attorney to

communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

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

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which shall insure against liability for property damage and/or injury or death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars ($1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars ($3,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

1. Coverage for the additional insured shall include completed operations,
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
3. The CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury,
4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
5. The **CONTRACTOR** shall maintain CGL coverage for itself and all additional insureds for the duration of this Agreement and maintain completed operations coverage for itself and each additional insured for at least three (3) years after completion of the Services.

F. Business Auto Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Automobile Liability Insurance in an amount equal to or greater than One Million

Dollars ($1,000,000.00) for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Excess/Umbrella Liability Insurance in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars ($3,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

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

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

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Coverage Requirement paragraphs.

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

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

18. REPORTING REQUIREMENTS

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

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

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

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

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

19. COORDINATION REQUIREMENTS

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

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

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

20. AGREEMENT CANCELLATION

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

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

C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement

within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY.**

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

21. ENTIRE AGREEMENT

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

B. Oral statements and understandings are not valid or binding, and this Agreement shall not be changed or modified except by a writing signed by all **PARTIES.**

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed the same instrument.

22. INCORPORATION BY REFERENCE

All exhibits, addenda, appendices, and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

23. STANDARD ADDENDUM

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

24. CHOICE OF LAW/FORUM

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

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

25. SUCCESSORS AND ASSIGNS

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

26. NON WAIVER

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

27. SEVERABILITY

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

28. AUTHORITY TO ACT/SIGN

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

29. ADVICE OF COUNSEL

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

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

RESOURCE CENTER FOR INDEPENDENT LIVING, INC.

Zvia McCormick, Chief Executive Officer — 4/4/19 Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive — 6/21/19 Date

OFFICE FOR THE AGING AND CONTINUING CARE

Michael J. Romano, Director — 4/17/19 Date

Approved:

By: Maryangela Scalzo
Maryangela Scalzo, Assistant County Attorney — 6/20/19 Date

APPENDIX A

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

d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)

e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)

f. OMB Circular A-128 (Audits of State and Local Governments)

g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)

24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)

25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)

26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)

27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)

28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)

29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])

30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])

31) Legal Assistance Standards (94-PI-52 [12/29/94])

32) Weatherization Referral and Packaging Program (WRAP) Handbook

33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)

34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)

35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)

36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Dissatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, 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 Service Contracts

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

1. **Department:** Office for the Aging and Continuing Care

2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).

3. **Date:** List month this claim covers.

4. **Vendor's Invoice Number:** leave blank

5. **Quantity/Description of Material or Service/Unit Price/Amount:**
   - ✓ State the number of units of service and the description of services performed during the month.
   - ✓ List the Unit Price as stated in the Contract Budget.
   - ✓ Place the amount (Units X Unit Price) in the Amount column.
   - ✓ Place the amount to be reimbursed in the Total block.
   - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.

6. **Claimant's Certification:**
   Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.

7. **Voucher Backup**
   - ✓ Attach CAARS monthly report.
   - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
   - ✓ Attach appropriate backup:
     - Payroll certification sheets and time sheets signed by Agency employee.
     - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
     - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
     - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
     - Emergency Response Systems – (Original Invoice)

   Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. **Timely Submissions:**
   - ✓ Submit monthly vouchers by the 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

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

1)The dangers of drug abuse in the workplace;

2)The Contractor's policy of maintaining a drug-free workplace;

3)Any available drug counseling, rehabilitation, and employee assistance program; and

4)The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1)Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

_____

_____

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

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

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

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

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

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

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

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

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

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

REQUEST FOR PROPOSAL (RFP)

Aging Services Contract – RFP
Oneida County Office for the Aging and Continuing Care

July 2, 2018

Applicants will submit an original and four (4) copies of their RFP package, which includes:

- Cover Page
- Standard Assurances
- Program/Service Narrative/Outcomes
- Proposed Budget

Submit completed application to: Michael J. Romano
Director
Oneida County Office for the Aging & Continuing Care
120 Airline Street – Suite 201
Oriskany, New York 12434

Agency Name: Resource Center for Independent Living, Inc.

Address: 409 Columbia Street, PO Box 210

City/State/Zip Code: Utica NY 13503-0210

Contact Person: Zvia McCormick, Chief Executive Officer Telephone: 315-797-4642

Federal Employer Identification Number: 22-2518284

Service Area: Oneida County

Past Performance Data: (If applicable) _____

Number of individuals served in previous year: _____ Cost per individual: $21.00 per hour

Proposed services according to CAARS definitions:

	Service Category	Units of Activity
1.	Consumer Directed Care Fiscal Intermediary Services	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

AGREEMENT

It is understood and agreed to by the applicant that:

1. This Request for Proposal (RFP) does not commit the Oneida County Office for the Aging and Continuing Care (The "COUNTY") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services;
2. The COUNTY reserves the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time and without notice and without liability to any offer or other parties for their expenses incurred in the preparation of a proposal, or otherwise. Proposals will be prepared at the sole cost and expense of the offer or;
3. The COUNTY reserves the right to accept or reject any or all proposals, which do not completely conform to the instructions given in the RFP;
4. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the COUNTY or another third party with regard to the applicant's experience or other matters relevant to the proposal;
5. Funds granted for this program/service will be used only for the program/service approved;
6. The grant may be terminated in whole, or in part, by the COUNTY. Such termination shall not affect obligations incurred under the grant prior to the effective date of such termination;
7. Any significant revision of the approved program/service proposal will be requested in writing by the grantee prior to enactment of the change;
8. Progress reports will be submitted as required by the COUNTY. The final program and financial reports will be submitted within thirty (30) days after the program/service terminates. Necessary records and accounts, including financial and client files, will be maintained for six (6) years and made available to the COUNTY for audit purposes;
9. All reports, publications, etc. made as a result of this proposal will acknowledge the support provided by the Federal Administration for Community Living, the New York State Office for the Aging, and the Oneida County Office for the Aging;
10. All reports and files made as a result of this proposal concerning individuals served under the program/service are confidential and such information may not be disclosed to unauthorized persons.

The applicant hereby submits this RFP and certifies that the contents are true and correct. The applicant has read the Standard Assurances (attached), and agrees to fully comply with all applicable Federal, State and local laws, rules, regulations and program standards which affect any and all funds that are used for the purpose as described within this proposal.

Name: _____ Date: August 6, 2018
(Signature of person authorized to enter into an agreement)

Zvia McCormick, Chief Executive Officer
(Type name and title)

STANDARD ASSURANCES

1. The Applicant agrees to comply with all applicable Federal, State, and local laws, regulations, and program standards which affect any funds, (including matching funds and program income) used for programs described in this RFP, including but not limited to the following:

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001, et. seq.)
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 2 CFR Part 376 (Non-procurement Debarment and Suspension)
- 20 CFR Part 641 (Provisions Governing the Senior Community Service Employment Program)
- 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
- 45 CFR Part 75 (Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards)
- 45 CFR Part 80 (Nondiscrimination under Programs Receiving Federal Assistance Through the Department of Health of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 45 CFR Part 84 (Nondiscrimination on the Basis of Handicap)
- 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 45 CFR Part 93 (New Restrictions on Lobbying, see 91-PI-5 [1/24/91])
- 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)
Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32 [8/4/92])
Civil Rights Act of 1964, Title VI, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 U.S.C. A. 206)
Hatch Act (5 U.S.C.A. 1501, et seq.)
Low Income Energy Assistance (42 U.S.C.A. 8621, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. 794) (Nondiscrimination)
Single Audit Act Amendments of 1996 (31 U.S.C.A. 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. 226, et seq.) and (7 C.F.R. 235, et seq.)
Office of Management and Budget (OMB):
- OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
- OMB Circular A-95 (Clearinghouse Review)
- OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
- OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations)
- OMB Circular A-122 (Cost Principles for Non-Profit Organizations)
- OMB Circular A-128 (Audits of State and Local Governments)
- OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action), as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions), and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations)
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
New York State Elder Law

New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655, and 6656 et. seq.)
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.)
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.)
Executive Law, Article 7-A Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law 1710a, et seq.)
Expanded In-Home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
NYSOFA's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
NYSOFA Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
Legal Assistance Standards (94-PI-52 [12/29/94])
Weatherization Referral and Packaging Program (WRAP) Handbook.
Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
Governor's Executive Order 6 (Affirmative Action Efforts) (9NYCRR 4.19)
Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

2. The COUNTY has the authority and the responsibility for effective implementation and oversight of the Federal OAA Title III, Title V, Title VII, State SNAP, CSEP, and EISEP funded programs.

3. The Applicant will formally enter into written contract with the COUNTY in accordance with Federal, State and local statutes, regulations and standards.

4. The Applicant shall obtain and submit to the COUNTY written agreements existing between the Applicant and any subcontractor and/or other service provider(s), who are providing support to this RFP.

5. The Applicant shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Applicant and its subcontractors providing such services under this RFP shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained, and supervised.

6. The Applicant assures that it will take affirmative steps to employ persons who represent minority/ethnic groups and women.

7. The Applicant agrees to carry out contractual agreement(s) including COUNTY programs, in the Applicant's Service Area as detailed in this RFP.

8. The Applicant will specify how they will address the needs of low-income minority individuals in their Service Area. The Applicant will attempt to provide service to low income minority individuals in at least the same proportion as the population of older individuals of their Service Area.

9. The Applicant agrees to:

   (a) serve any senior citizen (age 60 and older), and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, gender, sexual orientation, national origin, or partisan affiliation.

   (b) ensure that any services to be provided under this RFP shall be secular in nature and scope, and in no event shall there by any sectarian, partisan, or religious services.

counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort.

(c) refrain from using funds to advance any partisan candidate or effort; however, the Applicant shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation;

(d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office;

(e) ensure no coercion or advice to other persons to contribute anything of value to party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities under its auspices.

(f) monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect the elderly;

(g) identify, assess, and implement activities involved in the prevention and treatment of elder abuse as it may relate to the Applicant's services.

10. The Applicant assures that those to be served under this RFP are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, except that the COUNTY may provide or arrange for the provision of services, to such individuals if the Applicant has in effect an agreement providing for reimbursement from the appropriate funding source for services so provided to individuals eligible for assistance from such other source.

11. The Applicant agrees to comply with all reporting requirements as set forth by the COUNTY and agrees to attend required training programs as specified by the COUNTY.

12. The Applicant will provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this RFP is effectively and appropriately promulgated throughout Oneida County. The Applicant will provide information to the public upon request. Where appropriate, the Applicant shall make public information available in languages native to the client populations. Public information shall also be made accessible to persons with disabilities.

13. The Applicant agrees that any program, public information materials, or other printed or published materials on the work of or funded by this RFP will give due recognition to the Oneida County Office for the Aging and Continuing Care and the New York State Office for the Aging.

14. Any contractor doing business from a location within Oneida and Herkimer counties shall be required, pursuant to Oneida County Board of Legislator Resolution No. 249 of May 29, 1999, to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of the contract by contractor and any subcontractors.

FISCAL ASSURANCES

1. The Applicant understands and agrees that the contracted funds are contingent upon the availability of Federal, State and local funds, and that the agreement may also be contingent on the Oneida County Board of Legislators' approval of the award.

2. The Applicant understands and agrees that it will apply only for funds which are necessary to meet specific needs of older persons beyond what would have been provided if it were not for this RFP, and that no funds will be awarded which cannot be effectively utilized within the program period.

3. The Applicant agrees to establish and maintain appropriate programmatic and fiscal records for the programs included under this RFP. Such records must be retained for six years after final payment is made. The Oneida County Comptroller or his authorized representative, the staff of the COUNTY, shall have access to and right to examine all books, documents, and all pertinent materials of the applicant related to the programs included under this RFP.

4. The COUNTY shall provide technical assistance to all contractors as requested. COUNTY shall monitor and assess all contractors. The COUNTY will conduct at least one on-site monitoring within each program year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies, and standards including the non-discrimination requirements in their provision of services to the client population.

5. The Applicant will keep and maintain all required records and make such reports in such form and containing such information as may be required by the COUNTY. The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the COUNTY and the nature and amount of all expenditures claimed against such funds.

6. Expenditures will only be made for authorized items of expense contained in the budget section of the approved RFP. If and when expenditures for other than authorized items (e.g. equipment, personnel or subcontractor items not previously budgeted) become necessary, the Applicant will request approval, in writing, from the COUNTY, and await COUNTY'S approval before incurring such expenditures. Also, if costs for an individual budget category exceed the budgeted amount by more than 10%, a budget modification must be approved in writing from the COUNTY before these costs will be reimbursed.

7. The Applicant will file claims for all payments on a timely basis in accordance with procedures established by the COUNTY. The Applicant will maintain and submit all supporting documentation for all vouchers.

8. The Applicant agrees to comply with all COUNTY policies and procedures related to contributions made by or on behalf of the participants.

9. The Applicant assures that it will submit to the COUNTY the necessary documentation for changes, additions, or deletions to this RFP.

PROGRAM SERVICE PLAN NARRATIVE

1. Program/Service Plan

a.) Provide concise and detailed information regarding your proposed program/service plan.

The Resource Center for Independent Living, Inc. (RCIL) will provide Consumer Directed Care Fiscal Intermediary Services (CDCFI) for individuals receiving services through the Expanded In-Home Services for the Elderly Program (EISEP).

RCIL has extensive experience providing Consumer Directed Care Fiscal Intermediary Services as the organization has been providing the Consumer Directed Personal Assistance Program (CDPAP) since 1987. This program now serves 1,179 consumers utilizing more than 2,500 workers in 11 New York State counties including Oneida. Currently RCIL is providing Consumer Directed In-Home Services (CDIS) in Herkimer, Oneida, and Otsego Counties.

RCIL Consumer Directed Care Fiscal Intermediary Services are administered from the agency's main office at 409 Columbia Street, Utica, NY. The Oneida County Office for the Aging and Continuing Care Program Coordinator establishes consumer-driven, budget-based care plans for each program participant. As Fiscal Intermediary (FI), RCIL secures agreements with consumers and their workers of choice to ensure successful implementation of the individual consumer-driven care plans. RCIL, as the FI, reimburses consumers' workers in a timely manner for services approved by Oneida County OFACC Program Coordinator. RCIL has made a commitment to its direct service providers by establishing a minimum wage of $12 per hour with cost of living adjustments made on an annual basis when the organization's financial situation allows. In addition, RCIL offer all Direct Service Personnel Health, Dental, and Vision Insurance, 401K, Flexible Spending Accounts, and participation in the Employee Assistance Program. This helps RCIL to maintain its high retention rate of direct service providers.

The RCIL Consumer Directed Care Fiscal Intermediary Services (CDCFI) program follows the consumer-directed model of care. The consumer and/or the consumer's representative is responsible for managing care within the home by developing a care plan with the OFACC Program Coordinator and then identifying, interviewing, hiring, and training the worker/s. This includes ensuring the workers' time sheets and all documents are up to date, coordinating all activities with the RCIL CDCFI Coordinator, and maintaining effective communication to ensure timely services and that the workers are paid accurately and on time. RCIL, as the FI, serves as the employer of record and provides the consumer with the tools, training, and documents necessary to be an effective manager to ensure that the needs are met and that the highest quality services are provided.

b.) How it will be implemented, include all components.

RCIL serves as the "employer of record" for designated consumer directed in-home service workers based on prior authorization by the Oneida County OFACC Program Coordinator. RCIL is notified by the Oneida County OFACC Program Coordinator if any

modification to the prior authorization of services is made based on the changed needs of the consumer. RCIL handles the payroll functions and all the necessary paperwork related to consumers and their workers and provides Oneida County OFACC with all necessary information. The components of RCIL's CDCFI Services:

- Orient the consumer (and/or consumer representative) and hired In-Home Service Worker(s) in areas such as performing work duties, the call in/call out system, disaster preparedness, safety, *etc.*
- Communicate with the Oneida County OFACC Coordinator when problematic events and/or communication occur with the consumer to allow for agency response. Communication is especially important if there are any concerns about a consumer's ability to self-direct.
- Training for the consumer and/or the In-Home Service Worker(s), if requested by the consumer, that may include general program orientation, rules, responsibilities, expectations; the process for hiring an in-home worker; how to become a good managing supervisor, *etc.* (see below)
- Maintain a personal record for each In-Home Service Worker which shall include, at a minimum, copies of the enrollment forms, the annual worker health assessment, and the information needed for payroll processing and benefit administration.
- Maintain a file on each consumer with copies of all required documents provided by Oneida County OFACC Program Coordinator including authorization to provide services, consumer agreement, care plan, back-up plan, and other documents deemed necessary by either the Oneida County OFACC or RCIL.
- Process payroll for the In-Home Service Worker(s) including all withholding and Social Security taxes, insurance, unemployment, and workers' compensation benefits.
- Coordinate any fringe benefits such as health insurance and ensure the completion of annual worker health assessments.
- Inform the consumer or the representative that s/he may choose to request a background check on a potential In-Home Service Worker(s).
- Perform other tasks based on the needs of the consumer. These tasks may include varying levels of support and assistance to a consumer as s/he carries out the employer and personnel management-related responsibilities.

RCIL has a training program for participants of the consumer-directed programs and their In-Home Service Workers. Training modules are located on the RCIL website for easy access and repeated viewings. Participant modules include topics such as Program Overview, Recruiting Workers – How to find In-Home Workers, Interviewing and Hiring, Supervising, Problem Solving, Success Stories, and In-Home Worker Training Links as well as additional relevant resources.

To increase the individual knowledge of In-Home Workers to care for participants in their own homes, RCIL has developed a series of trainings that are available online. The intent of these trainings is to improve consumer safety and enhance the care provided. Participants can require their In-Home Workers to view the trainings that are most relevant to the needs of the consumer:

- Transfers – types/safety and lifting methods
- Pressure sore awareness – adjustments for cushions
- Communication – building rapport between the consumer and care provider

- Infection control and handwashing importance
- Bathing/Grooming/Skin care
- Oxygen administration
- Blood pressure concerns
- PICC line care
- Catheter Care
- Seizures
- Range of motion
- Ambulation
- Blood sugar monitoring
- Wound care
- Emergency situations
- CPR for wheelchair-bound individuals
- Heimlich maneuver for wheelchair-bound individuals
- First Aid

2. Staffing Pattern, Training, and Supervision

a.) Briefly describe the staffing pattern for your proposed program/service.

The staffing pattern for the CDCFI Services Program is as follows:

- Program Director has the ultimate responsibility and oversight of the Program;
- CDCFI Coordinator works closely with the consumer (see specific duties below);
- HR Liaison processes HR-related documents for the consumer's In-Home worker(s);
- Payroll Liaison processes payroll for the consumer's In-Home worker(s); and,
- Time and Attendance Coordinator monitors the telephony (call in/call out system), verifies timesheets, and enters information into the database as needed.

CDCFI Coordinator Responsibilities:

- Meet with consumer and potential In-Home Service worker(s) in consumer's home to introduce and explain the program.
- Obtain signed agreement from consumer.
- Review employment packet with consumer and the In-Home Service Worker(s): verify proper completion ensuring that the worker's physical, Mantoux test results, and Statement of Habituation is in place.
- Answer telephone inquiries and/or conflict calls.
- Make additional home visits to consumer as needed and requested by consumer.
- Record case notes for all consumer communication and meetings and maintain confidential files of all consumers.
- Conduct twice-yearly quality check telephone calls to each participant to determine participant satisfaction level and to address concerns or remove barriers.

b.) Describe staff on-going training and staff supervision.

The RCIL CDCFI Coordinator should have an Associate's degree in Human Services or related field. The Program Director supervises the Coordinators who must have a working knowledge of Medicaid, the Americans with Disabilities Act (ADA), and the

Independent Living Philosophy. RCIL employees must remain current on all mandatory agency annual trainings.

3. Monitoring & Self-Evaluation Plan

a.) Describe your methods for regularly following the progress (Performance Targets) of your proposed program/service.

The RCIL CDCFI Coordinator maintains regular and on-going communication with the consumer through phone conversations and e-mails as necessary to ensure the consumer has the supports and trainings needed to be completely satisfied with the consumer-directed services. The CDCFI Coordinator will also go to the consumer's home as necessary for face-to-face visits to help resolve any issues, problems, or concerns or to provide further training. At a minimum, the RCIL CDCFI Coordinator will call each participant twice yearly to assess satisfaction, identify and remove barriers, or to address concerns.

The RCIL CDCFI Coordinator maintains case notes of all communication with the consumer and maintains it in a confidentially secure file. The RCIL CDCFI Coordinator will communicate with the RCIL Program Director as well as with the Oneida County OFACC Program Coordinator when problematic events and/or communication occur with the consumer.

b.) How will your self-evaluation measure the validity of your outcomes?

Regular communication with the consumer through phone conversations, e-mails, and face-to-face meetings allows the RCIL CDCFI Coordinator to make on-going assessments to ensure that the consumer has all necessary supports, trainings, and assistance. Documentation of all communication and interactions with the consumer in the consumer's file provides the RCIL CDCFI with a record of the activities and interventions and enables tracking of all progress. By calling the consumer at least twice per year and physically visiting the consumer at the initiation of services, the RCIL CDCFI Coordinator will be able to document and track the consumer's satisfaction with program services, discuss concerns, and then assist to find solutions to any problems. Through this combination of on-going open communication, a minimum of at least two RCIL CDCFI Coordinator-initiated phone calls per year, and at least one visit to the consumer's home, RCIL will be able to measure the validity of the consumer's satisfaction with program services and gauge the level of satisfaction with the quality of life as a result of participating in the program.

4. Programs/Service Efficiencies

a.) Briefly describe how your proposal will provide the most efficient use of public funds.

When compared to the average nursing home rate of $320 per day in the Central New York Region, $116,664 annually (NYS DOH), the cost savings offered by CDC is clear. This type of program offers an alternative approach to helping seniors to remain independent in their homes and avoid premature nursing home placement, saving our community approximately $150 million dollars annually. Due to the soaring health care costs in the nation, it is imperative to offer high quality in-home services at a reasonable cost.

PROGRAM/SERVICE PLAN
OUTCOMES

5. Outcomes

List specific, measurable outcomes for your proposed plan (Program outcomes should be benefits from the participant's perspective). Include under each Outcome, performance targets which are essential steps or milestones that help define and measure a client or participant's interaction with the program/service on their way to a successful result or outcome.

Outcome #1: Consumers will experience satisfaction with the RCIL CDCFI Program by reporting approval with the quality of support, training, and assistance that they receive from RCIL as the Fiscal Intermediary to successfully hire, train, and manage workers effectively and efficiently.

Performance Target: 90% of consumers will report approval with the quality of support, training, and assistance that they receive from RCIL as the fiscal intermediary to successfully hire, train, and manage In-Home Worker(s) effectively. Attainment of this performance target will be measured by all interactions and communication between the RCIL CDCFI Coordinator and consumers, and the results and recommendations of these interactions documented in each individual's case notes. RCIL's CDCFI Coordinator will call the consumer at least twice per year to follow-up with program services and to discuss any concerns.

Outcome #2: Consumers will experience an enhanced quality of life through participation in the CDCFI Program by reporting satisfaction and approval of the delivery of services provided by their In-Home worker(s) that allows them to remain living at home in the community.

Performance Target: 90% of consumers will experience an enhanced quality of life through participation in the CDCFI Program by reporting satisfaction and approval of the delivery of services provided by their In-Home Worker(s) that allows them to remain living at home in the community. Attainment of this performance target will be measured by all interactions and communication between the RCIL CDCFI Coordinator and consumers, and the results and recommendations of these interactions documented in each individual's case notes. RCIL's CDCFI Coordinator will call the consumer twice per year to follow-up with program services and to discuss any concerns.

Outcome #3: Consumers will receive high quality, dependable services from their direct service personnel as evidenced by consistent retention levels of direct service staff.

Performance Target: Direct service personnel employee retention rates will remain stable throughout the contract period.

PROGRAM/SERVICE BUDGET

1. Complete the attached supporting budget pages and submit with your proposal.

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DESCRIPTION OF SERVICES AND PROGRAMS

Overview

Oneida County Office for the Aging and Continuing Care (OFA/OCC) provides a single point of entry for individuals requiring services. As a designated Area Agency on Aging, OFA/OCC serves an active caseload of approximately 2,000 clients; each with one or more in-home services. It is the responsibility of the Area Agency on Aging to provide information, assistance, in-home assessments and care planning activities. Currently, service provision is provided through both OFA/OCC's direct services and sub-contracted agencies. Referrals come to the office through consumer calls, hospital discharge planners, and other area human service agencies. OFA/OCC is responsible for receiving referrals and supplying in-home visits, psycho-social needs assessments, information and assistance, care planning and case assistance. OFA/OCC also make the necessary referrals to needed services and brokerage case management with a regular reassessment of the client's status.

Oneida County Office for the Aging and Continuing Care Mission Statement

Serve as lead agency for the planning and development of coordinated systems for the delivery of home and community-based services for older adults, disabled, families and caregivers;

Provide access to programs and services that will meet the need of vulnerable individuals. Advocate on behalf of older people, special minorities and those in greatest economic and social need for preventative programs and services that will promote a quality of life and enhance or maintain wellness, health functioning and independent living in the community.

Achieve positive outcomes for older adults, disabled, families and caregivers through arrangements with community agencies for a continuum of home and community based long term care services;

Collaborate with public and private organizations to form partnerships which leverage resources that will improve and expand programs and services for older adults, disabled, families and caregivers; and

Seek non-traditional sources of funding to enhance services and programs in the community.

Program Descriptions

A. Social Model Adult Day Care Services:

Provides structured, comprehensive programming to functionally impaired individuals with emphasis on socialization. Supervises and monitors personal care and nutrition. Participants attend, on average, one to three days per week as determined by their individual care plan designed by their case manager in conjunction with the director of the SADC program. Oneida County Office for the Aging and Continuing Care will coordinate with five SADC programs to provide services in Oneida County.

B. Volunteer Transportation:

Rides are provided by volunteers for individuals needing transportation and an escort for medical appointments. Transportation and escort services are provided on a voluntary basis. Staff also provides information and assistance on other available public and private transportation services.

C. Legal Services:

Legal outreach services for low income, older adults who are unable to obtain legal services for their own attorney. Priority services include estate planning, health care proxy and landlord-tenant issues.

D. Senior Evidenced-Based Health Promotion Program:

Health education and preventative activities designed for older adults. The Senior Health Promotion Program coordinates with Oneida County Health Department and senior centers throughout the community. Outreach and promotion/prevention activities are also performed at community events and health fairs.

E. Volunteer Bill Payer Program:

Assistance with monthly bill paying by trained volunteers. Oneida County Office for the Aging and Continuing Care assesses the need and makes referrals to Volunteer Bill Payers. This program assists older adults who are unable to perform routine monthly handling of their bill paying activities.

F. Consumer Directed Care Fiscal Intermediary Services

A non-profit agency that serves as a Fiscal Intermediary for individuals and caregivers receiving services through the Expanded In-Home Services for the Elderly Program (EISEP); Community Living Program (CLP); Veteran's Directed Home and Community Based Services Program (VDHCBS); and Caregiver Respite. The Fiscal Intermediary coordinates closely with the Oneida County Office for the Aging and Continuing Care Program Coordinator to establish consumer driven plans of care, budget based care plans, and agreements with consumer's providers of choice to ensure the delivery of individual consumer driven care plans. The Fiscal Intermediary reimburses providers in a timely manner for services approved by the Oneida County Office for the Aging and Continuing Care Program Coordinator.

ONEIDA COUNTY OFFICE FOR THE AGING
PROPOSED BUDGET REQUEST

Contractor Name: Resource Center for Independent Living, Inc.
Address: 409 Columbia Street, PO Box 210
Utica, NY 13503-0210
Phone: 315-797-4642
Prepared by: Kristin Case

PROGRAM/SERVICE:
Aging Services Contract
RFP # 2018-243 Aging Services

Contract Period: January 1, 2019 - December 31, 2021

BUDGET SUMMARY CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE ACTIVITIES	C. DIRECT SERVICE ACTIVITIES
1. PERSONNEL	21,583,850	1,240,919	20,342,931
2. FRINGE BENEFITS	5,085,733	310,230	5,085,733
3. CONSULTANTS	0	0	0
4. EQUIPMENT	0	0	0
5. TRAVEL	54,636	3,141	51,495
6. RENT	29,828	1,715	28,113
7. COMMUNICATIONS	27,363	1,573	25,790
8. PRINTING/SUPPLIES	10,122	582	9,540
9. OTHER EXPENSES	274,209	15,765	258,444
10. SUBCONTRACTS	0	0	
11. TOTAL BUDGET	$27,065,741	$1,573,925	$25,802,046
12. ANTICIPATED INCOME	27,885,531		27,885,531
NET TOTAL (11 LESS 12)	-819,790	1,573,925	-2,083,485
13. OFA GRANT	0		0
14. PROVIDER FUNDS	-819,790	1,573,925	-2,083,485
15. UNITS (15342.05/yr)			
UNIT COST FOR THE GRANT			

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

I. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Direct Care Staff	$17,853,175		$1,122,042	100%	$17,853,175	$18,394,124
Title: Direct Care Staff					Current	Annualized
FTE: 11.76						
Administrative Staff	$1,891,495		$118,877	100%	$1,891,495	$1,948,807
Title: Administrative					Current	Annualized
FTE: 18						
TOTAL PERSONNEL	$1,891,495		$1,240,919	100%	$19,744,668	$20,342,931

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

2. FRINGE BENEFITS:

Composite Percentage: 25%

TOTAL $5,085,733

3. CONSULTANTS:

Consultant (List Name & Title for each entry)	Type of Service	Unit Cost (Rate/Hour)	No. of Units Hour/Session)	Amount
Name:				
Title:				
Name:				
Title:				TOTAL

x 3 years

4. EQUIPMENT: (List only items having a unit cost of $300 or more. For all equipment rentals, attach copy of agreement.)

Item And Description (Unit Cost of $300 or More)	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program

Briefly describe equipment items with a unit cost of less than $300.

TOTAL

4. TRAVEL: (Staff)

Mileage $51,495 @ 0.5 per mile

Tolls & Parking

Public Transportation

Volunteer Mileage

for 102,990 Miles

NOTE: See "Other Expenses" for Conferences, Seminars & Training

TOTAL $51,495

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

6. RENT: (Include information below for rental property. Also include maintainance-in-lieu of rent charges for sponsor-owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for sponsor-owned property.

1. Location: 1607 Genesee Street Utica, NY		Owner: RCIL			
Square footage: @	$1.00	per sq. ft.	in-kind [ ]		
Monthly Rental	$2,197.25	x 12 =	$26,367.00	annually	
Utilities	$75.50	x 12 =	$906.00	annually	
Maintainance-in-lieu of rent					
2. Location: 1607 Genesee Street Utica, NY		Owner: Wesley Smith Realty			
Square footage: 2 parking bays for vans		per sq. ft.	in-kind [ ]		
Monthly Rental	$70	x 12 =	$840	annually	
Utilities		Janitorial Services			
Maintainance-in-lieu of rent					
3. Location:		Owner:			
Square footage: @		per sq. ft.	in-kind [ ]		
Monthly Rental		x 12 =			
Utilities		Janitorial Services			
Maintainance-in-lieu of rent					
			TOTAL		$28,113

7. COMMUNICATIONS:

Used for program's use only

	Telephone	Cell	Modem
Number of lines	12.75	3	
Average charge per month	$ $16.18	$ 31.45	$

Telecommunications :	$ $300.58	(12.75) landlines & (3) Cell Phones/month
Postage: (general mailing)	$ $1,848.38	Number of pieces:
Postage: (bulk mailing)	$	Number of mailings: per month
Others:	$	
	TOTAL	$25,790

8. PRINTING AND SUPPLIES:

Be specific in listing printing and supply needs used by the program only.

Printing: (description of item)	Quantity	Total Cost
Printing		$538
Supplies:		
General Office Supplies		$457
Totals per month		$795
		TOTAL $9,540

9. OTHER EXPENSES: (List specific items and costs.)

Insurance	$	Medical Exams	$6,463/mo		
Bonding	$	Software	$12,512/mo		
Equip. Maint. & Repair	$	Backgrounds	$1,167/mo		
Vehicle Maint. & Repair	$	Data Processing	$142/mo		
Conferences, Seminars & Training	$	Other (specify below):			
Membership & Subscriptions	$448/mo	Small Equipment	$392/mo		
Legal/Audit	$342/mo	Consumer Fees	$71/mo		
		Totals per Month	21537	TOTAL	$258,444

10. SUBCONTRACTORS: (List each contract and cost; attach sugcontractor budget) necessary.)

Name			
	$		
	$		
		TOTAL	

12. ANTICIPATED INCOME:

A. Source	Amount		
1) Other Providers	$900,310		
2) Medicaid	$26,985,221		
B. Total Income (lines 1-6)	$27,885,531		
C. Less Income used as matching funds			
		TOTAL (3 minus 4)	$27,885,531

13. OFA FUNDS REQUESTED:

	TOTAL	

14. PROVIDER FUNDS:

Source:	Amount		
	$		
	$		
	$		
Plus: Income used as Matching funds (item 12C)			
		TOTAL	

REQUEST FOR PROPOSAL (RFP)

Aging Services Contract – RFP
Oneida County Office for the Aging and Continuing Care

July 2, 2018

Applicants will submit an original and four (4) copies of their RFP package, which includes:

- Cover Page
- Standard Assurances
- Program/Service Narrative/Outcomes
- Proposed Budget

Submit completed application to:

Michael J. Romano
Director
Oneida County Office for the Aging & Continuing Care
120 Airline Street – Suite 201
Oriskany, New York 13424

Agency Name: Resource Center for Independent Living, Inc.

Address: 409 Columbia Street, PO Box 210

City/State/Zip Code: Utica NY 13503-0210

Contact Person: Zvia McCormick, Chief Executive Officer Telephone: 315-797-4642

Federal Employer Identification Number: 22-2518284

Service Area: Oneida County

Past Performance Data: (If applicable) _____

Number of individuals served in previous year: _____ Cost per individual: $90.00/day

Proposed services according to CAARS definitions:

Service Category	Units of Activity
1. Social Model Adult Day Services	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

AGREEMENT

It is understood and agreed to by the applicant that:

1. This Request for Proposal (RFP) does not commit the Oneida County Office for the Aging and Continuing Care (The "COUNTY") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services;
2. The COUNTY reserves the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time and without notice and without liability to any offer or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the offer or;
3. The COUNTY reserves the right to accept or reject any or all proposals, which do not completely conform to the instructions given in the RFP;
4. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the COUNTY or another third party with regard to the applicant's experience or other matters relevant to the proposal;
5. Funds granted for this program/service will be used only for the program/service approved;
6. The grant may be terminated in whole, or in part, by the COUNTY. Such termination shall not affect obligations incurred under the grant prior to the effective date of such termination;
7. Any significant revision of the approved program/service proposal will be requested in writing by the grantee prior to enactment of the change;
8. Progress reports will be submitted as required by the COUNTY. The final program and financial reports will be submitted within thirty (30) days after the program/service terminates. Necessary records and accounts, including financial and client files, will be maintained for six (6) years and made available to the COUNTY for audit purposes;
9. All reports, publications, etc. made as a result of this proposal will acknowledge the support provided by the Federal Administration for Community Living, the New York State Office for the Aging, and the Oneida County Office for the Aging;
10. All reports and files made as a result of this proposal concerning individuals served under the program/service are confidential and such information may not be disclosed to unauthorized persons.

The applicant hereby submits this RFP and certifies that the contents are true and correct. The applicant has read the Standard Assurances (attached), and agrees to fully comply with all applicable Federal, State and local laws, rules, regulations and program standards which affect any and all funds that are used for the purpose as described within this proposal.

Name: _____ Date: August 6, 2018
(Signature of person authorized to enter into an agreement)

Zvia McCormick, Chief Executive Officer
(Type name and title)

STANDARD ASSURANCES

1. The Applicant agrees to comply with all applicable Federal, State, and local laws, regulations, and program standards which affect any funds, (including matching funds and program income) used for programs described in this RFP, including but not limited to the following:

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001, et. seq.)
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 2 CFR Part 376 (Non-procurement Debarment and Suspension)
- 20 CFR Part 641 (Provisions Governing the Senior Community Service Employment Program)
- 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
- 45 CFR Part 75 (Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards)
- 45 CFR Part 80 (Nondiscrimination under Programs Receiving Federal Assistance Through the Department of Health of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 45 CFR Part 84 (Nondiscrimination on the Basis of Handicap)
- 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 45 CFR Part 93 (New Restrictions on Lobbying, see 91-PI-5 [1/24/91])
- 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)
Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32 [8/4/92])
Civil Rights Act of 1964, Title VI, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 U.S.C. A. 206)
Hatch Act (5 U.S.C.A. 1501, et seq.)
Low Income Energy Assistance (42 U.S.C.A. 8621, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. 794) (Nondiscrimination)
Single Audit Act Amendments of 1996 (31 U.S.C.A. 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. 226, et seq.) and (7 C.F.R. 235, et seq.)
Office of Management and Budget (OMB):
- OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
- OMB Circular A-95 (Clearinghouse Review)
- OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
- OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations)
- OMB Circular A-122 (Cost Principles for Non-Profit Organizations)
- OMB Circular A-128 (Audits of State and Local Governments)
- OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations)
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

New York State Elder Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655, and 6656 et. seq.)
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.)
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.)
Executive Law, Article 7-A Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law 171a, et seq.)
Expanded In-Home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
NYSOFA's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
NYSOFA Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
Legal Assistance Standards (94-PI-52 [12/29/94])
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
Governor's Executive Order 6 (Affirmative Action Efforts) (9NYCRR 4.19)
Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

2. The COUNTY has the authority and the responsibility for effective implementation and oversight of the Federal OAA Title III, Title V, Title VII, State SNAP, CSEP, and EISEP funded programs.

3. The Applicant will formally enter into written contract with the COUNTY in accordance with Federal, State and local statutes, regulations and standards.

4. The Applicant shall obtain and submit to the COUNTY written agreements existing between the Applicant and any subcontractor and/or other service provider(s), who are providing support to this RFP.

5. The Applicant shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Applicant and its subcontractors providing such services under this RFP shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained, and supervised.

6. The Applicant assures that it will take affirmative steps to employ persons who represent minority/ethnic groups and women.

7. The Applicant agrees to carry out contractual agreement(s) including COUNTY programs, in the Applicant's Service Area as detailed in this RFP.

8. The Applicant will specify how they will address the needs of low-income minority individuals in their Service Area. The Applicant will attempt to provide service to low income minority individuals in at least the same proportion as the population of older individuals of their Service Area.

9. The Applicant agrees to:

   (a) serve any senior citizen (age 60 and older), and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, gender, sexual orientation, national origin, or partisan affiliation;

(b) ensure that any services to be provided under this RFP shall be secular in nature and scope, and in no event shall there by any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort.

(c) refrain from using funds to advance any partisan candidate or effort; however, the Applicant shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation;

(d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office;

(e) ensure no coercion or advice to other persons to contribute anything of value to party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities under its auspices.

(f) monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect the elderly;

(g) identify, assess, and implement activities involved in the prevention and treatment of elder abuse as it may relate to the Applicant's services.

10. The Applicant assures that those to be served under this RFP are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, except that the COUNTY may provide or arrange for the provision of services, to such individuals if the Applicant has in effect an agreement providing for reimbursement from the appropriate funding source for services so provided to individuals eligible for assistance from such other source.

11. The Applicant agrees to comply with all reporting requirements as set forth by the COUNTY and agrees to attend required training programs as specified by the COUNTY.

12. The Applicant will provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this RFP is effectively and appropriately promulgated throughout Oneida County. The Applicant will provide information to the public upon request. Where appropriate, the Applicant shall make public information available in languages native to the client populations. Public information shall also be made accessible to persons with disabilities.

13. The Applicant agrees that any program, public information materials, or other printed or published materials on the work of or funded by this RFP will give due recognition to the Oneida County Office for the Aging and Continuing Care and the New York State Office for the Aging.

14. Any contractor doing business from a location within Oneida and Herkimer counties shall be required, pursuant to Oneida County Board of Legislator Resolution No. 249 of May 29, 1999, to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of the contract by contractor and any subcontractors.

FISCAL ASSURANCES

1. The Applicant understands and agrees that the contracted funds are contingent upon the availability of Federal, State and local funds, and that the agreement may also be contingent on the Oneida County Board of Legislators' approval of the award.

2. The Applicant understands and agrees that it will apply only for funds which are necessary to meet specific needs of older persons beyond what would have been provided if it were not for this RFP, and that no funds will be awarded which cannot be effectively utilized within the program period.

3. The Applicant agrees to establish and maintain appropriate programmatic and fiscal records for the programs included under this RFP. Such records must be retained for six years after final payment is made. The Oneida County Comptroller or his authorized representative, the staff of the COUNTY, shall have access to and right to examine all books, documents, and all pertinent materials of the applicant related to the programs included under this RFP.

4. The COUNTY shall provide technical assistance to all contractors as requested. COUNTY shall monitor and assess all contractors. The COUNTY will conduct at least one on-site monitoring within each program year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies, and standards including the non-discrimination requirements in their provision of services to the client population.

5. The Applicant will keep and maintain all required records and make such reports in such form and containing such information as may be required by the COUNTY. The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the COUNTY and the nature and amount of all expenditures claimed against such funds.

6. Expenditures will only be made for authorized items of expense contained in the budget section of the approved RFP. If and when expenditures for other than authorized items (e.g. equipment, personnel or subcontractor items not previously budgeted) become necessary, the Applicant will request approval, in writing, from the COUNTY, and await COUNTY'S approval before incurring such expenditures. Also, if costs for an individual budget category exceed the budgeted amount by more than 10%, a budget modification must be approved in writing from the COUNTY before these costs will be reimbursed.

7. The Applicant will file claims for all payments on a timely basis in accordance with procedures established by the COUNTY. The Applicant will maintain and submit all supporting documentation for all vouchers.

8. The Applicant agrees to comply with all COUNTY policies and procedures related to contributions made by or on behalf of the participants.

9. The Applicant assures that it will submit to the COUNTY the necessary documentation for changes, additions, or deletions to this RFP.

Program Service Plan – Narrative

1. Program/Service Plan

a.) Provide detailed information regarding your proposed program/service plan.

The RCIL Social Adult Day Services (SADS) Program is a dynamic social model adult day care service that has been operating since 1984. The SADS Program provides aging individuals with functional limitations, including those diagnosed with Alzheimer's disease and related dementias, structured and comprehensive program activities in a stimulating and highly interactive environment. The SADS Program is designed to support independent living and socialization and to assist individuals to maintain connections to family and community. Individuals receive supervision, personal care, nutritious meals and snacks, and door-to-door transportation, and they can choose to participate in a wide variety of program activities based on their personal interests and preferences. Activities may include arts and crafts, current events, low-impact physical exercises, walks, cooking, performances from local entertainers, and more.

The RCIL SADS Program operates at 1607 Genesee Street, Utica, NY and serves 30 – 40 elderly individuals per day, 8:00am-5:00pm, 5 days a week. It operates year-round for approximately 82 unduplicated participants and 90 caregivers per year. The program provides a minimum of 5 hours and a maximum of 10 hours of supervised care per day with an average of 6 to 6.5 hours per day and extended hours for individuals when needed.

Since 1984 SADS has made it possible for seniors with functional limitations to stay at home in the community with their families avoiding and/or delaying unnecessary institutional placement while at the same time providing much needed respite and other supports and services for caregivers.

b.) How it will be implemented, include all components.

Implementation of the RCIL SADS Program is achieved through delivery of program components designed to support seniors to maintain their independence while providing much needed respite and other important supports and services to caregivers. Components of the RCIL multifaceted SADS Program include the following:

- Participant in-home evaluation/assessment, individualized care planning, supervision and monitoring, ongoing service coordination, and case management;
- Personal Care services including grooming, bathing, toileting, cueing, use of adaptive equipment, mobility, transfers, eating, and supervision of self-medication;
- Daily programming in a structured and nurturing environment with educational, cultural, and recreational enrichment activities such as music and art therapy, creative writing, low-impact exercise, crafts, intergenerational events, community presentations, and other activities as desired by participants;
- Quiet areas where consumers can seek counseling, private conversation, rest time, or a break when sensory stimulation becomes overwhelming;
- A nutritious and complete meal which provides 1/3 of the daily nutritional requirements at noon each day along with a wholesome continental breakfast and nutritious snacks;
- Door-to-door transportation to and from the program site.

RCIL has expanded the SADS program to include the "Seasons at RCIL" outdoor garden space. Now that the garden is complete, participants enjoy outdoor activities such as exercising, walking, gardening, various social interactions, and more in the garden space.

2. Staffing Pattern, Training, and Supervision

a.) Briefly describe the staffing pattern for your proposed program/service.

The SADS Program has a staff-to-consumer ratio of 1:7 for onsite services and 1:4 when in the community. The SADS Program employs additional program aides on a *per diem* basis when program census increases. All staff are qualified and trained to work directly with elderly individuals

with functional limitations. Consumers' whereabouts, activities, and current needs are monitored by staff at all times. Specific duties for the SADS position are listed below along with the number of persons filling each position in parentheses:

Senior Program Director (.2 FTE): Ultimate responsibility for the administration of the program. Oversees all program activities and staff supervision; monitors all budget allocations; reviews and approves contract and grant reports; manages contract negotiations and approves contracts.

Manager of Elderly Services (1.0 FTE): Manages all activities of the program; monitors all grants; prepares and submits contract reports; monitors each funding source; prepares monthly statistics for billing; updates and develops program policies and procedures; and remains current on legislation affecting the elderly while also overseeing daily operations including staffing, programming, and all documentation and reporting requirements. She is responsible for assessing new participants and overseeing the In-Home Companion Care Program as well as developing and maintaining relationships with the caregivers, participants, and staff.

Administrative Assistant (1.0 FTE): Maintains SADS database, handles daily calls to participants and caregivers to coordinate transportation, completes billing paperwork, processes and disseminates timesheets.

Program Aide (4.0 FTE): Provides direct assistance and personal care to participants; assists in meal preparation and cleanup; assists SADS staff and participants with activities; assists participants to enter and exit program transportation vehicles; assists consumers with activities and socialization skills. All program aides are Personal Care Attendant (PCA) certified.

Service Coordinator (1.0 FTE): Screens new participants for initial assessment into SADS; provides case management and advocacy for and with participants; meets weekly with SADS direct care staff for participant case reviews.

Activities Specialist (1.0 FTE): Develops and implements appropriate skill and leisure activities for participants; assists participants with independent living skills; trains staff and participants for and conducts mandatory fire drills.

Drivers (1.5 FTE): Drive the RCIL vans to provide door-to-door transportation for SADS participants who require it.

Cook (.8 FTE): Prepares a continental breakfast, nutritious snacks, and balanced lunch for SADS participants.

b.) **Describe staff on-going training and staff supervision.**

The SADS Program provides all NYSOFA required training outlined in its Technical Assistance Memorandum.

The SADS Program provides staff with annual trainings:

- Orientation to the SADS Program and the community;
- Working with the elderly, participant rights, safety, and accident prevention;
- Six hours of annual in-service training to review, develop, and expand skills/knowledge;
- Use of fire extinguishers, written procedures concerning evacuation, emergency situations, and emergency numbers; and,
- Use of AED.

The SADS Program provides training relevant to staff specific to their respective job descriptions including all assigned tasks and responsibilities. Documentation of trainings provided to staff is maintained in the employee files.

Training requirements for SADS Staff:

- Prior to delivering any services, all service staff must complete basic training or have equivalent knowledge and skills in orientation to personal care skills, body mechanics, and behavior management.

Additional training is provided to SADS staff within three months of employment. Training is directed by a registered professional nurse, social worker, and/or appropriate professional with at least a Bachelor's degree or four years professional experience in an area related to the delivery of human

services or education. Training totals at least twenty hours of group, individual, and/or on-the-job training covering socialization skills and activities, supervision and monitoring, personal care skills, family relationships, mental illness and mental health, de-escalation, Alzheimer's disease and related dementias, treatment and diagnosis of Alzheimer's disease, and cardiopulmonary resuscitation.

The following are acceptable equivalents for training requirements:

- Personal care training approved by SDSS; or
- Home health aide or nurse's aide training approved by SDOH.

Persons who have completed adult day care worker training approved by Office for People with Developmental Disabilities (OPWDD) may be considered to have met those portions of the training requirements which the program judges as equivalent. Documentation of equivalent training is maintained in employee files.

SADS provides the following Department of Health (DOH) Traumatic Brain Injury (TBI) trainings to staff: Introduction to TBI • Program Philosophy • Overview of Waiver Services • Participants Rights and Responsibilities • HIPPA • Incident Reporting Policy • Development of Detailed Plan Intervention • Basic Safety and Emergency Procedures • Effective Crisis Intervention • Methods to Provide Support for Health and Welfare • Team Meetings • HCBS/TBI Incident Reporting Policy • Review of all new policies and/or procedures required by the HCBS/TBI Waiver • Review of HCBS/TBI participant rights and responsibilities • Additional topics relating to findings of satisfaction surveys, incident reports • Roles and Responsibilities for Staff, including Job Description, Record Keeping, Procedures for Effective Communication with the Service Coordinator and other Service Providers • Procedures for Individual Goal Setting • Orientation to Program Development and Scheduling • Methods of Working with Participants in Group Settings • Procedures for Fire and Safety • Responsibilities for the Director including Supervision and Training of Staff • Responsibility of Program Staff to the Director.

SADS provides the following OPWDD trainings:
Individual Rights, and Individual Abuse and Incident Reporting • Health and Personal Hygiene • Signs and Symptoms of Illness • Developmental and Behavioral Needs • Basic Skills Necessary for Meeting the Needs of the Individual • CPR • First Aid and Safety • Fire and Safety • Characteristics of Individuals Served • Van Driver Training • Strategies for Crisis Intervention Prevention • Right to Know Law • HIPPA

3. Monitoring & Self-Evaluation Plan

a.) **Describe your methods for regularly following the progress (Performance Targets) of your proposed program/service.**
All individuals enrolled in SADS have Care Plans that are jointly developed within 30 days of admission. Those involved in developing this plan include the participant, caregiver(s) and any other staff as appropriate. Assessments are facilitated by the SADS Case Manager and take place within the SADS Program. The Care Plan is consistent with the specific needs of the individual and includes strategies for achieving optimal levels of independence and for developing new capacities and interests. Each individual is involved in the development and implementation of the Care Plan which becomes a permanent part of the consumer's file. It is reviewed and revised annually or when a change in the person's condition warrants. Observations are recorded in the case notes and shared regularly with caregivers.

b.) **How will your self-evaluation measure the validity of your outcomes?**
Documentation from Care Plans clearly demonstrates that participant outcomes are the result of carefully developed objectives and interventions offered by SADS. Care Plan progress is tracked every year or as life changes warrant. Participant goals, objectives, and outcomes are adjusted as appropriate. This provides a consistent venue to monitor progress and to identify the changes that occur and require adjustments to the Care Plan.

4. Programs/Service Efficiencies

a.) Describe how your proposal will provide the most efficient use of public funds.

When compared to the average nursing home rate of $320 per day in the Central New York Region, $116,664 annually (NYS DOH 2018), the cost savings offered by SADS is clear. This type of program offers an alternative approach to helping seniors to remain independent in their homes and avoid premature nursing home placement, saving our community approximately $150 million dollars annually. Due to the soaring health care costs in the nation, it is imperative to offer high quality care services for a reasonable cost.

PROGRAM/SERVICE PLAN OUTCOMES

5. Outcomes – List specific, measurable outcomes for your proposed plan.

Objectives

1. **Objective:** To provide adult day services for the purpose of preventing or delaying institutional care.
Measurable Outcome: Participants will remain actively enrolled in the SADS program and not require nursing home placement for an average of 12 months or longer.
Tasks: The contractor provides a variety of long term services and supports to participants and their caregivers designed to prevent or delay the need for institutional care.
Reports: Participant length of enrollment for discharged participants is reported quarterly to NYSOFA.

2. **Objective:** To provide adult day services for the purpose of improving the quality of life for adults with functional limitations.
Measurable Outcome: All participant service plans are signed by participants and/or caregivers to document that they had input into planned activities, nutrition, personal care, and all other services.
Tasks: Within 30 days of admission and then at least annually, the contractor will develop a service plan with the participant and caregiver to ensure that they have input into planned activities, nutrition, personal care, and all other services.
Reports: Participant records shall include documentation of participant and/or caregiver input into service plans. (Reported to NYSOFA quarterly on new participants.)
Measurable Outcome: At least 75% of participants and/or caregivers are satisfied that participants have meaningful, purposeful activities of their choice.
Tasks: The contractor will distribute, collect, and summarize satisfaction surveys completed by participants and caregivers at least annually and upon discharge.
Reports: A summary of participant and caregiver satisfaction surveys will be included in the annual program self-evaluation. (Submitted to NYSOFA.)

3. **Objective:** To provide adult day services for the purpose of providing respite for informal caregivers.
Measurable Outcome: At least 75% of informal caregivers are satisfied that they have received respite and that they feel a relief from the demands of daily care of an older adult.
Tasks: The contractor will distribute, collect, and summarize satisfaction surveys completed by caregivers at least annually and upon discharge.
Reports: A summary of caregiver satisfaction surveys will be included in the annual program self-evaluation. (Submitted to NYSOFA.)

Optional Objectives

Meaningful Activities Objectives

1. **Objective:** To provide adult day services for the purpose of improving the quality of life of adults with functional limitations by offering meaningful and purposeful activities.
Measurable Outcome: Participants will have opportunities to participate in meaningful, purposeful activities that are culturally competent and provided in a person-centered approach. The SADS program will offer evidence-based or evidence-informed programs and/or creative arts activities.

Tasks: The contractor will provide weekly activities that include evidence-based or evidence informed programs and creative art activities.
Reports: Quarterly reports will describe the evidence-based/informed programs and the creative arts activities. (Monthly calendars submitted to NYSOFA quarterly.)
Measurable Outcome: Service Plans will show person-centered approaches and cultural sensitivities.
Tasks: The contractor will develop service plans with participants and caregivers that reflect cultural sensitivities and a person-centered approach.
Reports: Biannually three service plans will be reviewed for person-centered approach and cultural sensitivity. (Submitted to NYSOFA.)

Dementia Specific Personal Care/Communication Objectives

1. Objective: To provide dementia-capable adult day services.
   Measurable Outcome: All SADS program staff - paid and unpaid - are trained to provide dementia capable adult day services including personal care and communication skills. Participants will have moderate to total assistance with activities of daily living including toileting (care of incontinence), transfers and mobility, eating (being totally supervised or being fed). This may include showering and assistance with self-medication. Staff training records will document competency in dementia specific interventions. (Submitted to NYSOFA quarterly.)
   Tasks: The contractor will provide training by a Registered Nurse in all personal care activities that the program provides and in dementia specific interventions including communication skills.
   Reports: Quarterly reports will include the topic, summary of content, and names of staff that were trained. (Submitted to NYSOFA.)

Caregiver Supports and Services Objectives

1. Objective: To provide caregiver support services for the purpose of providing respite for informal caregivers.
   Measurable Outcome: At least 75% of caregivers report a decrease of the stress/burdens of daily caregiving after receiving education, training, and the case coordination to facilitate respite.
   Tasks: The contractor will distribute, collect, and summarize satisfaction surveys completed by caregivers who receive education, training, and case coordination/assistance at least biannually and upon discharge.
   Reports: A summary of caregiver satisfaction surveys will be included in the annual program self-evaluation. (Submitted to NYSOFA.)

PROGRAM/SERVICE BUDGET

1. Complete the attached supporting budget pages and submit with your proposal.

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DESCRIPTION OF SERVICES AND PROGRAMS

Overview

Oneida County Office for the Aging and Continuing Care (OFA/OCC) provides a single point of entry for individuals requiring services. As a designated Area Agency on Aging, OFA/OCC serves an active caseload of approximately 2,000 clients; each with one or more in-home services. It is the responsibility of the Area Agency on Aging to provide information, assistance, in-home assessments and care planning activities. Currently, service provision is provided through both OFA/OCC's direct services and sub-contracted agencies. Referrals come to the office through consumer calls, hospital discharge planners, and other area human service agencies. OFA/OCC is responsible for receiving referrals and supplying in-home visits, psycho-social needs assessments, information and assistance, care planning and case assistance. OFA/OCC also make the necessary referrals to needed services and brokerage case management with a regular reassessment of the client's status.

Oneida County Office for the Aging and Continuing Care Mission Statement

Serve as lead agency for the planning and development of coordinated systems for the delivery of home and community-based services for older adults, disabled, families and caregivers;

Provide access to programs and services that will meet the need of vulnerable individuals. Advocate on behalf of older people, special minorities and those in greatest economic and social need for preventative programs and services that will promote a quality of life and enhance or maintain wellness, health functioning and independent living in the community.

Achieve positive outcomes for older adults, disabled, families and caregivers through arrangements with community agencies for a continuum of home and community based long term care services;

Collaborate with public and private organizations to form partnerships which leverage resources that will improve and expand programs and services for older adults, disabled, families and caregivers; and

Seek non-traditional sources of funding to enhance services and programs in the community.

Program Descriptions

A. Social Model Adult Day Care Services:

Provides structured, comprehensive programming to functionally impaired individuals with emphasis on socialization. Supervises and monitors personal care and nutrition. Participants attend, on average, one to three days per week as determined by their individual care plan designed by their case manager in conjunction with the director of the SADC program. Oneida County Office for the Aging and Continuing Care will coordinate with five SADC programs to provide services in Oneida County.

B. Volunteer Transportation:

Rides are provided by volunteers for individuals needing transportation and an escort for medical appointments. Transportation and escort services are provided on a voluntary basis. Staff also provides information and assistance on other available public and private transportation services.

C. Legal Services:

Legal outreach services for low income, older adults who are unable to obtain legal services for their own attorney. Priority services include estate planning, health care proxy and landlord-tenant issues.

D. Senior Evidenced-Based Health Promotion Program:

Health education and preventative activities designed for older adults. The Senior Health Promotion Program coordinates with Oneida County Health Department and senior centers throughout the community. Outreach and promotion/prevention activities are also performed at community events and health fairs.

E. Volunteer Bill Payer Program:

Assistance with monthly bill paying by trained volunteers. Oneida County Office for the Aging and Continuing Care assesses the need and makes referrals to Volunteer Bill Payers. This program assists older adults who are unable to perform routine monthly handling of their bill paying activities.

F. Consumer Directed Care Fiscal Intermediary Services

A non-profit agency that serves as a Fiscal Intermediary for individuals and caregivers receiving services through the Expanded In-Home Services for the Elderly Program (EISEP); Community Living Program (CLP); Veteran's Directed Home and Community Based Services Program (VDHCBS); and Caregiver Respite. The Fiscal Intermediary coordinates closely with the Oneida County Office for the Aging and Continuing Care Program Coordinator to establish consumer driven plans of care, budget based care plans, and agreements with consumer's providers of choice to ensure the delivery of individual consumer driven care plans. The Fiscal Intermediary reimburses providers in a timely manner for services approved by the Oneida County Office for the Aging and Continuing Care Program Coordinator.

ONEIDA COUNTY OFFICE FOR THE AGING
PROPOSED BUDGET REQUEST

Contractor Name: Resource Center for Independent Living, Inc.
Address: 409 Columbia Street, PO Box 210
Utica, NY 13503-0210
Phone: 315-797-4642
Prepared by: Kristin Case

PROGRAM / SERVICE:
Aging Services Contract
RFP # 2018-243 Aging Services

Contract Period: January 1, 2019 - December 31, 2021

BUDGET SUMMARY CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE ACTIVITIES	C. DIRECT SERVICE ACTIVITIES
1. PERSONNEL	356,528	19,516	337,012
2. FRINGE BENEFITS	89,392	5,139	84,253
3. CONSULTANTS	6,350	365	5,985
4. EQUIPMENT	0	0	
5. TRAVEL	806	46	760
6. RENT	24,149	1,388	22,761
7. COMMUNICATIONS	2,149	124	2,025
8. PRINTING/SUPPLIES	7,728	444	7,284
9. OTHER EXPENSES	144,457	8,305	136,152
10. SUBCONTRACTS	0	0	
11. TOTAL BUDGET	$631,561	$35,329	$596,232
12. ANTICIPATED INCOME	533,901		533,901
NET TOTAL (11 LESS 12)	97,660	35,329	62,331
13. OFA GRANT	0		0
14. PROVIDER FUNDS	97,660	35,329	62,331
15. UNITS (15342.05/yr)			
UNIT COST FOR THE GRANT (13 DIVIDED BY 15)			

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

1. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Maureen Ghent	$76,220		$930	20%	$15,244	$15,706
Title: Sr Program Director						
.2 FTE					Current	Annual
Nicole Hediger	$44,552		$2,435	90%	$39,917	$41,126
Title: Manager of Elderly Svcs						
.9 FTE					Current	Annual
John Matrulli	$25,740		$1,570	100%	$25,740	$26,520
Title: Administrative Assistant/Scheduler						
1 FTE					Current	Annual
Johanna Ayoub	$28,139		$1,716	100%	$28,139	$28,991
Title: Program Aide						
1 FTE					Current	Annualized
Diana Torres	$23,030		$1,405	100%	$23,030	$23,727
Title: Program Aide						
1 FTE					Current	Annualized
Heidi Castor	$21,450		$1,308	100%	$21,450	$22,100
Title: Program Aide						
1 FTE					Current	Annualized
Patricia Brennan	$25,116		$1,532	100%	$25,116	$25,877
Title: Program Aide .5 FTE/.5FTE ADS Driver						
1 FTE					Current	Annualized
Laurie Debejian	$25,116		$812	53%	$13,311	$13,715
Title: Service Coordinator						
.5 FTE					Current	Annualized
Laurie Mack	$34,905		$2,129	100%	$34,905	$35,963
Title: ADS Case Manager						
1 FTE					Current	Annualized
Carmella Bonacci	$28,139		$1,716	100%	$28,139	$28,991
Title: Recreation Therapist						
1 FTE					Current	Annualized
Richard Doyle						

	$26,520		$1,618	100%	$26,520	$27,524
Title: ADS Driver						
1 FTE					Current	Annualized
Angela Bradley	$24,375		$1,487	100%	$24,375	$25,714
Title: Program Aide						
1 FTE					Current	Annualized
Meredith Pfeifer Reid	$26,520		$857	53%	$14,056	$21,859
Title: ADS Food Service/Cook						
.5 FTE					Current	Annualized
TOTAL PERSONNEL	$333,401		$19,516	100%	$319,940	$337,012

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

2. FRINGE BENEFITS:

Composite Percentage: 25%

TOTAL $84,253

3. CONSULTANTS:

Consultant (List Name & Title for each entry)	Type of Service	Unit Cost (Rate/Hour)	No. of Units Hour/Session)	Amount	
Entertainers				5985/yr	
Name:					
Title:					
Name:					x 3 years
Title:				TOTAL	$5,985

4. EQUIPMENT: (List only items having a unit cost of $300 or more. For all equipment rentals, attach copy of agreement.)

Item And Description (Unit Cost of $300 or More)	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program

Briefly describe equipment items with a unit cost of less than $300.

TOTAL

4. TRAVEL: (Staff)

Mileage $760 @ 0.5 per mile
Tolls & Parking
Public Transportation for 1,520 Miles
Volunteer Mileage

NOTE: See "Other Expenses" for Conferences, Seminars & Training.

TOTAL $760

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

6. RENT: (Include information below for rental property. Also include maintainance-in-lieu of rent charges for sponsor-owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for sponsor-owned property.

1. Location:	1607 Genesee Street Utica, NY		Owner: RCIL		
Square footage: @	$0.27	per sq. ft.		in-kind [ ]	
Monthly Rental	$1,751.22	x 12 =	$21,014.64	annually	
Utilities	$75.50	x 12 =	$906.00	annually	
Maintainance-in-lieu of rent					
2. Location:	1607 Genesee Street Utica, NY		Owner: Wesley Smith Realty		
Square footage: 12 parking bays for vans		per sq. ft.		in-kind [ ]	
Monthly Rental	$70	x 12 =	$840	annually	
Utilities			Janitorial Services		
Maintainance-in-lieu of rent					
3. Location:			Owner:		
Square footage: @		per sq. ft.		in-kind [ ]	
Monthly Rental		x 12 =			
Utilities			Janitorial Services		
Maintainance-in-lieu of rent					
				TOTAL	$22,761

7. COMMUNICATIONS:

Used for program's use only

	Telephone	Cell	Modem
Number of lines	8	2	
Average charge per month	$ $22.43	$ 71	$

Telecommunications :	$ $93.43	(8) landlines & (2) Cell Phones/month
Postage: (general mailing)	$ $75.33	Number of pieces:
Postage: (bulk mailing)	$	Number of mailings: per month
Others:	$	
		TOTAL $2,025

8. PRINTING AND SUPPLIES:

Be specific in listing printing and supply needs used by the program only.

Printing: (description of item)	Quantity	Total Cost
Printing		$165
Supplies: (used only for the program)		
Program supplies		$442
Totals per month		$607
		TOTAL $7,284

9. OTHER EXPENSES: (List specific items and costs.)					
Insurance	$	Medical Exams	$55/mo		
Bonding	$	Photocopying	$		
Equip. Maint. & Repair	$				
Vehicle Maint. & Repair	$1301/mo	Data Processing	$142/mo		
Conferences, Seminars & Training	$45/mo	Other (specify below):			
Membership & Subscriptions	$48/mo	Food Costs	$2512/mo		
Audit	$28/mo	Consumer Transport	$7215/mo		
	Totals per Month		11346	TOTAL	$136,152

10. SUBCONTRACTORS: (List each contract and cost; attach sugcontractor budget) necessary.)			
Name			
	$		
	$		
		TOTAL	

12. ANTICIPATED INCOME:			
A. Source	Amount		
1) Many Hearts Fundraiser	$35,724		
2) Medicaid	$111,654		
3) Meal Reimbursement	$14,614		
4) OFA	$73,024		
5) MCO/Private Pays	$237,426		
6) Private Donations	$1,285		
7) State Grant	$60,174		
B. Total Income(lines 1-6)	$533,901		
C. Less Income used as matching funds			
		TOTAL (3 minus 4)	$533,901

13. OFA FUNDS REQUESTED:		
	TOTAL	

14. PROVIDER FUNDS:			
Source:	Amount		
	$		
	$		
	$		
Plus: Income used as Matching funds(item 12C)			
		TOTAL	

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

April 12, 2023

FN 20 23-131

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Dear Mr. Picente:

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

The purpose of this agreement is to provide fiscal intermediary services for Oneida County's Aging Programs that include flexible consumer-directed care using budget-based care plans provided by program coordinators, consumers and caregivers. This agreement funds Caregiver Support Program Emergency Respite Services, the Community Living Program, the Alzheimer's Association Respite Grant, and Community Based Services Program. The total cost of this agreement is $348,955.00.

This agreement will commence on January 1, 2023 and will terminate on December 31, 2023.

I respectfully request the approval of this fourth renewal between Oneida County, through its Department of Family and Community Services, and The North Utica Senior Citizens Recreation Center, Inc. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

RECEIVED
APR 19 2023

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

Anthony J. Picente, Jr.
County Executive

Date 4-18-23

CFB/mk

Enclosures

Oneida Co. Department: DFCS--Office for the Aging

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

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Title of Activity or Service: Fiscal Intermediary Services

Proposed Dates of Operation: January 1, 2023 – December 31, 2023

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

Program Narrative:

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

Summary Statements

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

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

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

Total Funding Requested: $348,955.00 **Account #** **A6772.495135**
A6774.495.99

Oneida County Dept. Funding Recommendation: $348,955.00

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

- **Caregiver Respite Program (IIIE)** **(#A6772.495135)** **$34,755.00**
  Federal: 75% ($26,066.25) State: 0% ($0) County: 25% ($8,688.75)

- **Community Living Program (CLP)** **(#A6774.49599)** **$89,450.00**
  Federal: 0% ($0) State: 75% ($67,087.50) County: 25% ($22,362.50)

- **Alzheimer's Association Respite Grant** **(#A6772.495135)** **$56,500.00**
  Federal: 0% ($0) State: 0% ($0) County: 0% ($0) Other: 100% ($56,500)

- **Unmet Needs Grant** **(#A6772.495135)** **$168,250.00**
  Federal: 0% ($0) State: 100% ($168,250.00) County: 0% ($0)

Cost Per Client Served: N/A

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

O.C. Department Staff Comments:

#39802

FOURTH RENEWAL

This Fourth Renewal made and entered into by and between **The North Utica Senior Citizens Recreation Center, Inc.**, a domestic not-for-profit corporation as defined in §102 (a)(5) of the New York State Not-For-Profit Corporation Law located at 50 Riverside Drive Utica, New York 13502, hereinafter known as the "Contractor," and the **County of Oneida,** a municipal corporation existing and organized under the laws of the State of New York, with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter collectively known as the "County." All parties to this Fourth Renewal shall be hereinafter collectively known as the "Parties."

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides fiscal intermediary services for the County's Aging Programs, hereinafter referred to as the "Original Agreement" (County contract number 75426), a copy of which is attached hereto as Exhibit "A." The Original Agreement was in effect from January 1, 2019 through December 31, 2019; and

WHEREAS, the Original Agreement included a term that allows the County to renew this annual agreement for an additional four (4) one-year terms; and

WHEREAS, the Parties have renewed the Original Agreement for three (3) prior terms, County contract number 91648 (1/1/2020-12/31/2020), County contract number 129287 (1/1/21-12/31/21), County contract number 144243 (Amendment for 1/1/21-12/31/21), and County contract number 163041 (1/1/22-12/31/22); and

WHEREAS, the Parties are desirous of entering into a Fourth Renewal of the Original Agreement with the following terms and conditions;

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

1. This Fourth Renewal to the Original Agreement shall commence January 1, 2023 and terminate December 31, 2023.

2. The total reimbursement from the County to the Contractor for the term of this Fourth Renewal shall not exceed three hundred forty-eight thousand nine hundred fifty-five dollars ($348,955.00) of which $313,969.50 shall be for direct services and $34,985.50 for program administration.

3. The Reimbursement schedule shall be as follows:

DATE	PAYMENT AMOUNT
January 1, 2023	$87,238.75
April 1, 2023	$87,238.75
July 1, 2023	$87238.75
October 1, 2023	$87,238.75

#39802

4. The breakdown of program funding for the term of this Fourth Renewal shall be as follows:

Caregiver Support Respite Program (IIIE)	$34,755.00
Community Living Program (CLP)	$89,450.00
Alzheimer's Association Respite Grant	$56,500.00
Unmet Needs grant	$168,250.00

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

IN WITNESS WHEREOF, the County and the Contractor have signed this Fourth Renewal on the date respectfully stated.

County of Oneida

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

Colleen Fahy-Box **Date** 4/13/23
Colleen Fahy-Box, Commissioner of Social Services

The North Utica Senior Citizens Recreation Center, Inc.

Sandra Soroka **Date** 4/11/23
Sandra Soroka, Executive Director

Approved:

_____
Maryangela Scalzo, Deputy County Attorney-Health and Human Services

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

1. **TERM OF THE AGREEMENT**

   A. The term and conditions of this Agreement shall **commence January 1, 2019** and **terminate December 31, 2019.**

   B. At the **COUNTY's** sole discretion, this Agreement may be renewed for an additional four (4) one-year agreements. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with the **CONTRACTOR** on an annual basis and the **COUNTY** reserves the right to seek the same or similar services from third parties.

2. SCOPE OF SERVICES

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

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

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

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

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

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

3. PERFORMANCE OF SERVICES

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

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

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

4. REIMBURSEMENT FOR SERVICES

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

B. The **COUNTY** shall reimburse the **CONTRACTOR** with total payments not to exceed Two Hundred Thirteen Thousand Five Hundred dollars (**$213,500.00**). The breakdown of program funding will be as follows:

PROGRAM		
•Caregiver Support Program Emergency Respite Services (IIIE)		$28,000.00
•Community Living Program (EISEP/CLP)		$55,000.00
•Veteran Directed Home and Community Based Services Program (VDHCBS)		$85,000.00
•Alzheimer's Association Respite Grant		$45,500.00
	TOTAL	**$213,500.00**

C. The **COUNTY** funds are contingent upon availability of Federal, State, and County of Oneida funding. The **COUNTY** shall reimburse the **CONTRACTOR** a maximum of Two Hundred Thirteen Thousand Five Hundred dollars (**$213,500.00**) of which **$192,150.00** shall be for direct services and **$21,350.00** for program administration. Reimbursement shall be payable as detailed in the Oneida County Office for the Aging Voucher Instructions For Units of Services Contracts, attached hereto as **APPENDIX C**. The payment schedule will be as follows:

DATE	PAYMENT AMOUNT
• January 1, 2019	$53,375.00
• April 1, 2019	$53,375.00
• July 1, 2019	$53,375.00
• October 1, 2019	$53,375.00

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

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

F. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State, Federal and **COUNTY** funds for the purpose set forth in this Agreement. Should

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

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

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

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

5. TRAINING

The **CONTRACTOR** and its Assistants shall not be required to attend or undergo any training by the **COUNTY**. 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 a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** acknowledges and agrees that neither the **CONTRACTOR**, nor its Assistants shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employments 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 Federal and State entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACTS

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

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

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

8. NON ASSIGNMENT CLAUSE

The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

9. STANDARD ASSURANCES

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

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

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

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

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

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

10. NYSOFA TERMS AND CONDITIONS

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

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

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

complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train 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 this Agreement with the **COUNTY** is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors shall perform such work in accordance with the terms of the Area Plan. The **COUNTY** agrees to make the Area Plan available to the **CONTRACTOR.**

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

11. GRIEVANCE PROCEDURES

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

12. FISCAL REQUIREMENTS/RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

13. INDEMNIFICATION

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

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

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers, independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and

protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. INSURANCE COVERAGE REQUIREMENTS

A. As part of it obligation to indemnify, defend, and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the **CONTRACTOR** shall obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

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

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

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

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars ($1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars ($3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises,

operations, independent contracts, products- completed operations, and personal and advertising injury.

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

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

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

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

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

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

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

15. REPORTING REQUIREMENTS

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

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

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

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

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

16. COORDINATION REQUIREMENTS

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

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

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

17. AGREEMENT CANCELLATION

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

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

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

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

18. ENTIRE AGREEMENT

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

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified expect 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.

THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC.

MariaLena Froio, Executive Director — Date: 1/10/19

COUNTY OF ONEIDA

Anthony J. Picente Jr., County Executive — Date: 4/16/19

OFFICE FOR THE AGING AND CONTINUING CARE

Michael J. Romano, Director — 1/24/09 Date

Approved:

By: Maryangela Scalzo
Maryangela Scalzo, Assistant County Attorney — 4/15/19 Date

APPENDIX AA

Caregiver Respite
Policies and Procedures

Title: The Caregiver Support Program Coordination of Respite Services

Purpose: To identify caregivers and care receivers who are appropriate to be funded under the Caregiver Support Program for Respite Services.

The Caregiver Support Program is a program of the Oneida County Office for the Aging. The Oneida County Office for the Aging subcontracts the service to provide:

- Respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities through Institutional Respite Services.

To be eligible for Respite Services, there must be:

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

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

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

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

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

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

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

APPENDIX A

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

d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)

e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)

f. OMB Circular A-128 (Audits of State and Local Governments)

g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)

24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)

25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)

26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)

27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)

28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)

29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])

30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])

31) Legal Assistance Standards (94-PI-52 [12/29/94])

32) Weatherization Referral and Packaging Program (WRAP) Handbook

33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)

34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)

35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)

36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

APPENDIX B

ONEIDA COUNTY OFFICE FOR THE AGING
Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Dissatisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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

APPENDIX C

Oneida County Office for the Aging

Voucher Instructions

For Units of Services Contracts

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

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
   - ✓ State the number of units of service and the description of services performed during the month.
   - ✓ List the Unit Price as stated in the Contract Budget.
   - ✓ Place the amount (Units X Unit Price) in the Amount column.
   - ✓ Place the amount to be reimbursed in the Total block.
   - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**
   Fill out completely, note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
   - ✓ Attach CAARS monthly report.
   - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
   - ✓ Attach appropriate backup:
     - Payroll certification sheets and time sheets signed by Agency employee.
     - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
     - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
     - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
     - Emergency Response Systems – (Original Invoice)

   Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
   - ✓ Submit monthly vouchers by the 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

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 statue occurring in the workplace no later than five (5) calendar days after such conviction;

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

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

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

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

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

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

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

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

_____

_____

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

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

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

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

When applicable to the services provided pursuant to the Contract:

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

   i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

   ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

   iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

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

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

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

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

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

ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH
800 Park Ave
Utica, NY 13501
Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
Commissioner

April 5, 2023

FN 20 23 - 132

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am forwarding an Amendment to the 2022 Purchase of Services Agreement (Oneida County Contract Number 151457) between the Oneida County Department of Mental Health and **The Neighborhood Center, Inc.** (TNC) for your review.

This Amendment will add Community Mental Health Promotion and Support teams (COMHPS), also known as Project Hope services, to the original Agreement with TNC. NYS OMH did a pilot program with TNC for these services and now has allocated additional funding for OCDMH's Agreement with TNC to continue these important services. Project Hope Services will provide community mental health counseling and support services. This Amendment does not change the term of the original Agreement, it will terminate December 31, 2024. The maximum cost of all of the services shall be amended to $7,919,316.00.

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

If the attached meets with your approval, please forward to the Board of Legislators for consideration.

Respectfully,

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

ALT/jh
Encs.

RECEIVED
APR 11 2023

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

Anthony J. Picente, Jr.
County Executive

Date 4-10-23

Oneida Co. Department: MENTAL HEALTH

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: The Neighborhood Center, Inc.
624 Elizabeth Street
Utica, NY 13501

Title of Activity or Service: Amends prior agreement to include Project Hope services

Proposed Dates of Operation: January 1, 2022 through December 31, 2024

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

Summary Statements

1) **Narrative Description of Proposed Services: Additional services related to Project Hope.**

2) **Program/Service Objectives and Outcomes:** The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

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

Total Funding Requested: $7,919,316.00 **Account #** A4310.49526

Oneida County Dept. Funding Recommendation: $7,919,316.00

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

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

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

Mandated Service: Mandated Service

NEW YORK STATE OF OPPORTUNITY. | Office of Mental Health

KATHY HOCHUL
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

MOIRA TASHJIAN, MPA
Executive Deputy Commissioner

February 17, 2023

Ashlee Thompson
Commissioner
Oneida Co Dept of MH
Oriskany, NY 13424

Dear Commissioner Thompson,

This letter is to confirm that an annual amount of $545,450 (full annual value) has been added to the October 2022 State Aid Letter. Effective December 13, 2022, a total $45,454 has been added to fund code 014 – Community Support Services for the purpose of providing funding for 1 new Community Mental Health Promotion and Support (COMHPS) teams.

Contracts with the providers listed in the attachment to this letter should be amended to include this additional funding effective December 13, 2022 and continuing into the 2023 contract cycle on an annual basis. Oneida County is authorized to retroactively reimburse the providers costs associated with COMHPS team(s) incurred from December 13, 2022, through December 31, 2022. Furthermore, any allocated funding provided from 12/13/22-12/31/22 may be spent through 12/31/23 utilizing the funding allocated in the re-issued October 2022 State Aid letter. The January 2023 State Aid Letter will contain the new quarterly value for the COMHPS team(s), and the Full Annual Value is noted in the allocation comments. Providers will be instructed by NYS OMH to report the spending under Outreach (0690).

April A. Wojtkiewicz
Director
Community Budget & Financial Management

CC: Daniel Goff

Provider Legal Name, Address, and Telephone Number

The Neighborhood Center, Inc.
624 Elizabeth St.
Utica, NY 13501
(315) 272-2600

Amount of COMHPS Funded for 2022

$45,454

Amount of COMHPS Funded for 2023

$545,450

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 Department of Mental Health, hereinafter collectively referred to as the "County," and, **The Neighborhood Center, Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 624 Elizabeth Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH

WHEREAS, the County and the Provider Agency entered into an agreement whereby the Provider Agency provides mental health services to Oneida County residents, hereinafter referred to as the "Original Agreement," (County contract #151457), a copy of which is attached hereto as "Exhibit A". The Original Agreement is in effect from January 1, 2022 through December 31, 2024; and

WHEREAS, since the execution of the Original Agreement, New York State Office of Mental Health initiated a new program entitled "Project Hope" and selected Provider Agency to be the provider of the Project Hope services in Oneida County; and

WHEREAS, the parties desire to amend the Original Agreement by amending the scope of services and reimbursement provisions; and

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

1. Section 2 – Scope of Services, of the Original Agreement shall be amended to include the following paragraph as subparagraph "e":

    e. Community Mental Health Promotion and Support teams (COMHPS). The Provider Agency shall provide community mental health counseling and support services, including:
        i. Outreach activities toward community members, focusing on targeting youth, young adults, family members, and key support systems. Required outreach activities shall include:
            1) IN-person (e.g., tabling at local events) and digital (i.e., virtual, phone, and text) strategies for reaching and engaging target groups.
            2) Establishing partnerships with local community-based organizations to provide public education about available services.
            3) Wrap around support (e.g., emergency assistance for youth, young adults, and families who are ineligible for public benefits).
        ii. Wellness activities leveraging trained paraprofessionals working continuously in their communities to support mental wellness. Suggested wellness activities include:
            1) Group facilitation, either with or without psychoeducation.

2) Faith and spirituality activities.
3) Public education (community level and individually focused).
4) Organized recreational activities that promote community wellness (e.g., fun runs/walks, creative activities such as arts/crafts and music, or other organized activities).

iii. Assessment, referral and linkage activities. Required assessment and referral activities include:
1) Paraprofessionals will screen individuals for common mental illness symptoms using OMH approved instrument(s), and refer them to known public mental health clinical services as appropriate.
2) To support this, COMHPS contracted agencies will be expected to maintain accurate, current lists and directories for staff use in making referrals and linking to relevant programs, services and supports.
3) Referrals and linkage may be made by warm call transfer, personal accompaniment or in-person visits, or virtual introductions of those with expressed or assessed need.

iv. Treatment-adjacent service offerings. Required offerings shall include:
1) Brief individual and group counseling to address intense stress, trauma, and/or anxiety.
2) Family education and counseling.
3) Academic and vocational support.

2. Section 3 of the Original Agreement – The amount "Seven Million Three Hundred Twenty-Eight Thousand Four Hundred Twelve Dollars and no cents ($7,328,412.00)" shall be replaced with "Seven Million Nine Hundred Nineteen Thousand Three Hundred Sixteen Dollars and no cents ($7,919,316.00)."

3. All other terms of the Original Agreement shall 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.

COUNTY OF ONEIDA

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

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

THE NEIGHBORHOOD CENTER, INC.

By: Sandra Soroka _____ 3/29/23 _____
Sandra Soroka Date
Executive Director

Approved

By: _____
Ellen Rayhill, Esq.
Assistant County Attorney

AGREEMENT

THIS AGREEMENT between Oneida County, a municipal corporation organized and existing under the laws of New York State, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **The Neighborhood Center, Inc.**, a domestic not-for-profit corporation organized and existing under the laws of New York State, having its principal office located at 624 Elizabeth Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

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

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

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

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

1. The term of this Agreement shall be from January 1, 2022 through December 31, 2024 or until terminated according to the termination requirements contained within this Agreement.

2. Scope of Services. The Provider Agency shall:

    a. Provide Mobile Crisis Assessment Team (MCAT) Program services 24-hours/day, 7 days/week, which services shall include the following: intervention; mental health assessment; crisis de-escalation and de-briefing; linkage and follow-up to services; postvention services; alerts to identify and assist those at an increased risk; and coordination and consultation with schools, medical/mental health providers and other agencies to provide crisis intervention and to help monitor clients who are at risk. **(Crisis Intervention – 2680)**

        i. Additionally, the MCAT Program shall arrange for transportation for visitation for families who have relatives in a Psychiatric facility located in the central region, and to assist in the needs of selected individuals in recovery that allow them to be compliant with their treatment plans. **(Crisis Intervention – 2680)**

ii. Transportation will be provided to individuals who need assistance in making appointments or other places to ensure their needs are met as a last resort to alternative methods of transportation that may be available.

iii. The Provider Agency shall also provide advocacy services for clients served by the MCAT Program, which shall include linkages to services; follow-up phone calls and/or visits known as outreach and wellness calls; and community education/trainings. **(Advocacy/Support Services – 1760)**

b. Offer and provide Adult Recovery Services (ARS) psychosocial club recovery services to adults with mental illness, including providing opportunities to learn and to develop independent living and job skills. **(Psychosocial Club – 0770)**

i. As part of ARS, the Provider Agency shall provide Assisted Competitive Employment (ACE) services to mentally ill adults. In providing ACE services, the Provider Agency shall offer assistance to participants to help them achieve their employment and educational goals. ACE services shall include resume writing; practice interviews, life skills building; and assistance with job searching. **(Assisted Competitive Employment – 1380)**

ii. Also as part of ARS, the Provider Agency shall provide outreach programming in a psychosocial club setting to enhance independent living skills; to increase wellness and understanding of mental illness; to provide socialization; and to provide peer support for adults with mental illness. **(Outreach – 0690)**

iii. As part of ARS, the Provider Agency shall provide Employment Services (ES) to mentally ill adults in Oneida County. Through this program, the Provider Agency shall focus on rapid engagement and linkage to competitive employment based on the individual's preferences and abilities. **(Assisted Competitive Employment – 1380)**

c. Provide care management services to mentally ill adults in Oneida County. Through care management services, the Provider Agency shall work closely with individuals, their families, and care providers to identify goals and to plan to improve health and well-being. The services provided will focus on areas of well-being to include vocational skills and resources; employment education, resource management, and daily living skills. **(Health Home Non-Medicaid Care Management – 2620)**

i. The Provider Agency shall administer service dollars for recipients as part of its care management services for emergency and non-emergency purposes. **(Health Home Care Management Service Dollars – 2740)**

d. Accept referrals for the services provided under this Agreement from the County's Single Point of Access and Accountability (SPOA/A).

i. The provider agency will send staff to participate in each ASPOA/A meeting occurring twice per month.

ii. On a monthly basis, the Provider Agency shall provide the County with the following, with each list including the client's name and date of birth:

A. A list of all active cases that were referred by the SPOA/A to the Provider Agency; and

B. A list of all cases that have been opened or closed by the Provider Agency since the last monthly report; and

C. Submit SPOA/A return forms on all closed referrals.

3. For the Services provided, the County will reimburse the Provider Agency a maximum of Seven Million Three Hundred Twenty Eight Thousand Four Hundred Twelve Dollars and no cents **($7,328,412.00)** during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher (Voucher) to the County. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the Voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

a. The total amount stated above may be changed by New York State on a year-to-year basis as New York State changes its funding determinations. This change may necessitate an amendment of this Agreement. Such an amendment may require formal approval by the Oneida County Board of Legislators.

4. The County will make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment Vouchers. Payments will be provided subsequent to services rendered and upon review of the Voucher receipt submitted by the Provider Agency.

5. The Provider Agency agrees to participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify services offered by the Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to New York State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims

for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they 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. Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

c. The Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

e. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

f. The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

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

h. The Provider Agency agrees to comply with federal and state laws as supplemented in the Department of Labor regulation and any other regulations of the federal and state entities relating to such employment and civil rights requirements.

7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by New York State and/or the County for monitoring

purposes. It is expressly understood that all information sent to the County will be handled in a safe and confidential manner.

8. In the event that New York State or the County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or New York State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by New York State or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the Oneida County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

9. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly financial analysis, performance analysis, and service utilization report. In addition, the Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
   a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.
   b. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
   c. OMH fully audited CFRs for the prior year that do not have a pre-approved 30-day extension are required to be received by the County by April 15th of each year.
   d. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH supplied to the County by April 15th are required to be received by the County by May 15th.
   e. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
   f. OMH CBRs for the current year are required to be received by the County by October 15th.
   g. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
   h. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.

10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
   a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.

b. Accounting System & Financial Capability Questionnaire (where applicable).
c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
d. Annual Audit and Financial Reports.
e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of $300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB CircularA-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.

11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, New York State or federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.

12. The Provider Agency agrees to defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of the this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of $1,000,000 per occurrence coverage and $2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of $1,000,000 per occurrence coverage and $2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of $5,000,000 per occurrence coverage and $5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and commercial automobile liability insurance satisfactory to the County with a minimum of $1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employers Liability insurance at the statutory limits in New York State. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled

or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. The Provider Agency waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

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

16. The Provider Agency agrees to maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any New York State or federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.
    a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.
    b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
        i. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and its Single Point of

Access & Accountability (SPOA/A) program. This means, among other things, that:

A. The Provider Agency will only access confidential information for which there is a need to know; and

B. The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and

C. The Provider Agency will not misuse confidential information or carelessly handle confidential information.

ii. The Provider Agency will safeguard and will not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.

iii. The Provider Agency will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency will safeguard the confidentiality of all confidential information.

iv. The Provider Agency will be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider.

17. The Provider Agency shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

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

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

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

18. The Provider Agency agrees that its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The Provider Agency shall also notify the Commissioner of the Department of Mental Health of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.

20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

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

22. It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof.

23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

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

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

COUNTY OF ONEIDA

By: _____ 1/18/22
Anthony J. Picente, Jr. — Date
Oneida County Executive

By: Ashlee Thompson 12/20/2021
Ashlee L. Thompson — Date
Commissioner, Department of Mental Health

THE NEIGHBORHOOD CENTER, INC.

By: _____ 12-9-21
Frank Donato — Date
President, Board of Directors

By: Sandra L Soroka 12/9/21
Sandra Soroka — Date
Executive Director

Approved

By: _____
Ellen Rayhill, Esq.
Assistant County Attorney

THE NEIGHBORHOOD CENTER, INC.	TOTAL THREE YEAR BUDGET:	$ 7,328,412.00

APPENDIX A	
YEAR:	2022
OMH:	$ 2,442,804.00
OASAS:	
OPWDD:	$ -
COUNTY:	$ -
ANNUAL TOTAL:	$ 2,442,804.00
AMENDMENT	
	$ -
	$ -
	$ -
ADJUSTED TOTAL:	$ 2,442,804.00

APPENDIX A	
YEAR:	2023
OMH:	$ 2,442,804.00
OASAS:	
OPWDD:	$ -
COUNTY:	$ -
ANNUAL TOTAL:	$ 2,442,804.00
AMENDMENT	
	$ -
	$ -
	$ -
ADJUSTED TOTAL:	$ 2,442,804.00

APPENDIX A	
YEAR:	2024
OMH:	$ 2,442,804.00
OASAS:	
OPWDD:	$ -
COUNTY:	$ -
ANNUAL TOTAL:	$ 2,442,804.00
AMENDMENT	
	$ -
	$ -
	$ -
ADJUSTED TOTAL:	$ 2,442,804.00

		49526	11920	NC 2021		Updated 9/7/2021	
Acct.	Funding Source	Program Name	Prog Code/Index	Funding Source Code	State Aid		
NC	OASAS	NONE			-	-	Program Totals
		OASAS-NC Aid				Program Code	
NC	OMH	Outreach	0690 -00	965S	401		
NC	OMH	Outreach	0690 -00	014	24,635		
NC	OMH	Outreach	0690 -00	965	274	0690 -00	25,310
NC	OMH	Psychosocial Club - Community Support Services	0770 -00	014	4,425		
NC	OMH	Psychosocial Club - Community Reinvestment	0770 -00	200	386,921		
NC	OMH	Psychosocial Club - Personal Service Enhancement	0770 -00	965S	9,112		
NC	OMH	Psychosocial Club - Community Reinvestment	0770 -00	965	6,001	0770 -00	406,459
NC	OMH	Assisted Competative Employment - Community Supp	1380 -00	014	88,103		
NC	OMH	Assisted Competative Employment - Community Reinv	1380 -00	200	9,651		
NC	OMH	Assisted Competative Employment - Innovative Psychi	1380 -00	039Q	13,352		
NC	OMH	Assisted Competative Employment - Innovative Psychi	1380 -00	965S	3,089		
NC	OMH	Assisted Competative Employment - Community Supp	1380 -00	965	1,398	1380 -00	115,593
NC	OMH	Advocacy/Support Services	1760-00	200	36,969		
NC	OMH	Advocacy/Support Services - Personal Service Enhance	1760-00	965S	2,200		
NC	OMH	Advocacy/Support Services	1760-00	965	1,137	1760-00	40,306
NC	OMH	Health Home Non-Medicaid Care Management	2620 -00	570	641,050	2620 -00	641,050
NC	OMH	Crisis Intervention - Community Support Services	2680-00	014	650,934		
NC	OMH	Crisis Intervention - Community Reinvestment	2680-00	200	300,174		
NC	OMH	Crisis Intervention - Commissioner's Perf.	2680-00	400	96,391		
NC	OMH	Crisis Intervention - Personal Service Enhancement	2680-00	965S	3,448		
NC	OMH	Crisis Intervention - Personal Service Enhancement	2680-00	965	12,916	2680-00	1,063,863
NC	OMH	Health Home Care Management Service Dollars	2740 -00	570	150,223	2740 -00	150,223
		OMH-NC Aid				2,442,804	2,442,804

Program Name	Program Code	Program Description
Outreach (Non-Licensed Program)	0630	Outreach programs/services are intended to engage and/or assess individuals potentially in need of mental health services. Outreach programs/services are not crisis services. Examples of applicable services are socialization, recreation, light meals, and provision of information about mental health and social services. Another type of service within this program code includes off-site, community based assessment and screening services. These services can be provided at forensic sites, a consumer's home, other residential settings, including homeless shelters, and the streets. This program code should not be used for services that are provided by a licensed outpatient program. Units of Service: Total the number of contacts.
Psychosocial Club (Non-Licensed Program)	0770	The objective is to assist individuals disabled by mental illness to develop or reestablish a sense of self-esteem and group affiliation, and to promote their recovery from mental illness and their reintegration into a meaningful role in community life through the provision of two or more of the following: (1) consumer self-help and empowerment interventions; (2) community living; (3) academic; (4) vocational and/or (5) social-leisure time rehabilitation, training and support services. Units of Service: Count each Consumer visit as one unit (no more than one unit of service per Consumer per day unless the Consumer returns for a planned evening program in which case count as two (2) units).
Assisted Competative Employment (Non-Licensed Program)	1380	ACE services may include brief pre-vocational support along with ongoing mental health supports in order to obtain and sustain integrated, competitive employment, or support for promotion or to find new employment. This program is for individuals not receiving ACCES-VR Employment services. ACE provides these individuals with vocational rehabilitation and support services, both at the work site and off-site, while addressing challenges due to the person's mental health issues. Evidence based practices such as IPS (Individualized Placement and Supports) are recommended. Financial/Benefits Counseling may be provided. The goal of supported employment is for individuals to work a minimum of 20 hours per week in an integrated, competitive job, with leeway for absence due to illness, vacation, or temporary work stoppages. See Glossary for definitions of "Competitive Employment" and "Integrated Employment". To be considered employed part time, participants should be scheduled to work a minimum of 10 hours each week. Units of Service: Count the total number of staff hours (combine direct and indirect).
Advocacy/Support Services (Non-Licensed Program)	1760	Advocacy/support services may be individual advocacy or systems advocacy (or a combination of both). Examples are warm lines, hot lines, teaching daily living skills, providing representative payee services, and training in any aspect of mental health services. Individual advocacy assists consumers in protecting and promoting their rights, resolving complaints and grievances, and accessing services and supports of their choice. Systems advocacy represent the concerns of a class of consumers by identifying patterns of problems and complaints and working with program or system administrators to resolve or eliminate these problems on a systemic, rather than individual basis. Units of Service: Count the total number of contacts.
Health Home Non-Medicaid Care Management (Non-Licensed Program)	2620	This program code applies to former Targeted Case Management programs, for both adults and children, that converted to Health Home Care Management (HHCM). These funds are available to the HHCM provider who in addition to serving adult Medicaid enrolled recipients with a Serious Mental Illness (SMI) and children with Serious Emotional Disturbance (SED) also serves adult non-Medicaid SMI clients and non-Medicaid SED clients who cannot be enrolled in a Health Home. These funds typically support the higher acuity non-Medicaid recipients by advocating for needed services, helping to find their way through complex health care and social services systems, providing support for improved community service linkages, performing on-site crisis intervention and skills teaching when other services are not available, and if the recipient is eligible, working to secure Medicaid benefits with the goal of subsequent Health Home enrollment. Units of Service: Report year-end sum of the total persons served per month.
Crisis Intervention (Non-Licensed Program)	2680	Crisis intervention services, applicable to adults, children and adolescents, are intended to reduce acute symptoms, restore individuals to pre-crisis levels of functioning and to build and strengthen natural supports to maximize community tenure. Examples of where these services may be provided include emergency rooms and residential settings. Provision of services may also be provided by a mobile treatment team, generally at a consumer's residence or other natural setting (not at an in-patient or licensed outpatient treatment setting). Examples of services are screening, assessment, stabilization, triage and referral to an appropriate program or programs. Programs that exclusively provide phone support, such as warm lines or hot lines should be coded under Advocacy/Support 1760, rather than this code. This program code should not be used for services that are provided by a licensed outpatient program. This program code should not be used for NYS approved mobile crisis providers who are billing the Medicaid Managed Care Crisis Intervention benefit. Units of Service: Count the total staff hours.
Health Home Care Management Service Dollars (Non-Licensed Program)	2740	The Health Home Care Management Service Dollars program code will track service dollars of former Targeted Case Management (TCM) programs that subsequently converted into Health Home Care Management under the Health Home entity. Service dollars may only be used for adults with serious mental illness (SMI) and children with serious emotional disturbance (SED) receiving care management services and are assigned to a former Intensive, Blended or Supportive Case Management Legacy Provider; Children's Waiver ICC agencies that are also TCM legacy providers and for non-Medicaid eligible individuals assigned via the LGU/SPOA process. Service dollars may not be used for any other individual who is served by the care management program. Service dollar programs are for emergency and non-emergency purposes, and are to be used as payment of last resort. The purpose of the service dollar is to provide funds for recipients immediate and/or emergency needs. The recipient of services should play a significant role in decisions regarding the utilization of service dollars. As the needs of the recipient change, the money can be redirected to purchase the type of service that is currently needed. Please reference the Flexible Recipient Service Dollar Spending Plan guidelines for acceptable use of service dollars. Use of service must be reflected in the recipient's plan of care or service record. Units of Service: Count the number of recipients utilizing these funds.

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

_____

_____

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

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

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

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

When applicable to the services provided pursuant to the Contract:

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

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

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

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

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

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

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

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 2023-133

April 14, 2023

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Dear Mr. Picente:

Attached is 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 September 1, 2022 and remain in effect through August 31, 2023. The total Agreement amount is $172,000.00 with a maximum reimbursable amount of $36,240.00. This Agreement also includes additional funds, which are restricted and may be dispersed to the County from New York State in the event of Public Health Emergency.

This grant supports the County's Opioid Task Force.

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

Sincerely,

Daniel W. Gilmore, PhD., MPH
Director of Health

attachments
MS

RECEIVED
APR 17 2023

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

Anthony J. Picente, Jr.
County Executive

Date 4-17-23

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: Mental 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: Grant to fund response to the Opioid Epidemic

Proposed Dates of Operation: 09/01/2022 – 08/31/2023

Client Population/Number to be Served: All County residents

Summary Statements

1) **Narrative Description of Proposed Services:** Integrate and empower local prevention and response efforts; Build capacity for more effective and sustainable local prevention and response efforts; Implement prevention and response strategies; Create an innovation project.

2) **Program/Service Objectives and Outcomes:** Prevention and response to the opioid epidemic.

3) **Program Design and Staffing:**

Total Funding Requested: $172,000.00
Maximum Reimbursable Amount: $36,240.00

Expense Account:
Revenue Account:

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

AGREEMENT

This Agreement, made this 3rd day of April, 2023 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 6NU17CE9249740305, 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": 09/01/2022

"Contract End Date": 08/31/2023

"Total Contract Amount": $172,000

"Maximum Reimbursable Amount": $38,240

"HRI Project Director": Hunt, Ms. Glynnis

"Required Voucher Frequency": Monthly

"FAIN Number": NU17CE924974

"HRI Contract Number": 6169-04

"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
Attachment B - "Program Specific Clauses" (if checked) [x]
Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) [x]

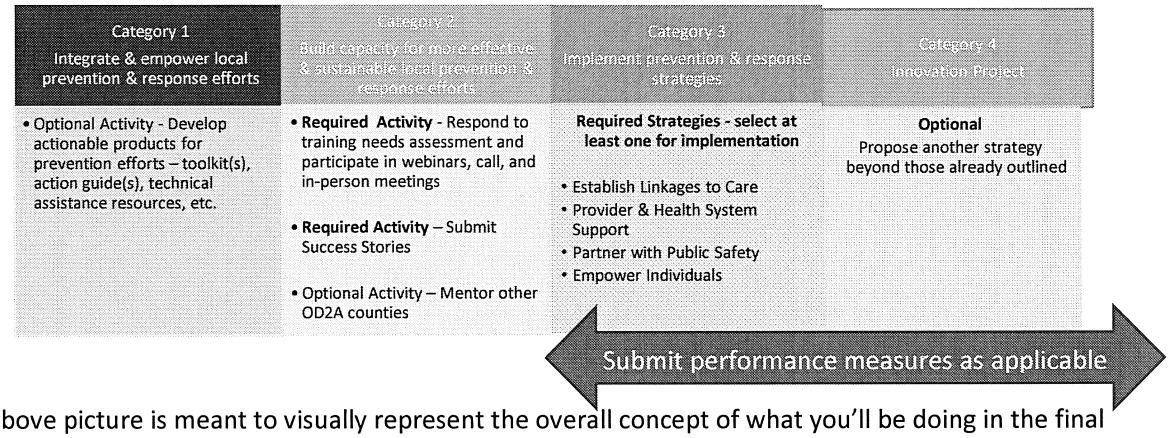
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Cheryl A Mattox
Name: Cheryl A. Mattox
Title: Executive Director

Oneida County through the Health Department
Federal ID: 15-6000460-
UEI#:ZPE7BYWV84S3

Name:
Title:



The above picture is meant to visually represent the overall concept of what you'll be doing in the final year of this funding. We will go over this in detail on the webinar on June 15, 2022.

Instructions for LHDs

- Use Strategies and Activities Table to plan Year $
- Communicate and confirm with Region Lead which strategies/activities you propose to implement in Year $
- Please keep the tables for the selected strategies and delete the tables for the ones not selected.
    - Populate the sections highlighted in blue -- activities, lead staff, contributing partners, contracts/consultants, and estimated time frame*. The yellow sections are for progress notes and will be completed later.
- Work Plan development goes together with budget development; please refer to budget instructions and use budget template provided separately.
- Return work plan and budgets by **deadline (July 11, 2022)**
- Evaluation plans and performance measures will be determined once contracts are executed

<u>*Quarters</u>

Q1 = Sept 1 – Nov 30
Q2 = Dec 1 – Feb 28
Q3 = Mar 1 – May 31
Q4 = Jun 1 – Aug 31

LHD Name: Oneida County Health Department

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 08/31/2023							
Suggested/Example Activities	**Lead Staff**	**Contributing Partners**	**Contracts/Consultants**	**Timeframe**		**Status**	**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; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force	N/A	1	4		
Receive success story template from NYSDOH	Jared Henderson, OCDMH	Health Department, Mental Health Department, Opioid Task Force	N/A	1	4		
Determine success story topics	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force	N/A	2	4		
Submit draft success stories to NYSDOH	Jared Henderson, OCDMH	Health Department, Mental Health Department, Opioid Task Force	N/A	3	4		
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							

Suggested/Example Activities	Lead Staff	Contributing Partners	Contracts/Consultants	Timeframe		Status	Progress Notes
				Start Q	Start Q		
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	N/A	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	N/A	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	N/A	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	N/A	1	4		
Category 2 Successes:							
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		Status	Progress Notes
				Start Q	End Q		
Partner with contractor to maintain and strengthen operations of Peer Alliance Program, and ensure that at least 5 new individuals are guided through the process of becoming fully trained, certified (CRPA, CARC, etc.), if applicable, and employed.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Dept, Mental Health, Center for Family Life & Recovery	Center for Family Life & Recovery (CFLR)	1	4		
Work closely with contractor to maintain and strengthen operations of Post Overdose 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		
Successes:							
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**		**Status**	**Progress Notes**
				Start Q	End Q		

Collaborate with CNY MATTERS Coordinator to expand implementation and 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.	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:							
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**	**Progress Notes**
				Start Q	End Q		

Strengthen existing (and establish any new) relationships 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		
Distribute Narcan and already purchased Narcan Emergency Cabinets to Oneida County residents and local businesses/organizations.	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		
Provide Narcan Training to residents receiving Naloxone and to businesses/organizations receiving Narcan Emergency Cabinets.	Jared Henderson, OCDMH; Lisa Worden, OCHD	Health Department, Mental Health Department, Opioid Task Force, Oneida County Sheriff's		1	4		

		Office, Utica Fire Department, Midstate EMS					
Continue to compile list of 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		1	4		
Continue to update and refine electronic Map/Dashboard to illustrate the geographic location of each distributed Narcan Emergency Cabinet.	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:							
New partnerships and/or resources developed:							

Category 3: Implement evidence-based/evidence informed prevention and response strategies **Optional Strategy: Empower Individuals Purchase and distribute Fentanyl Test Strips**							
Suggested/Example Activities	**Lead Staff**	**Contributing Partners**	**Contracts/Consultants**	**Timeframe**		**Status**	**Progress Notes**
				Start Q	End Q		
Distribute Fentanyl Test Strips (FTS) to local harm reduction, treatment, recovery, and other applicable agencies throughout the county.	Jared Henderson, OCDMH; Lisa	Health Department, Mental Health Department, Opioid Task Force	LAURUS Systems	1	4		

	Worden, OCHD						
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**		**Status**	**Progress Notes**
				Start Q	End Q		
Monitor Opioid Task Force website and info request inbox, 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:							

Category 4: Innovation Project							
Optional Strategy: Facilitate Overdose Fatality Review (OFR) Meetings including working with subcontractor on meeting preparation, coordination/conducting of interviews and meeting outcomes and reviewing policy/procedure changes with the OFR team.							
Suggested/Example Activities	**Lead Staff**	**Contributing Partners**	**Contracts/Consultants**	**Timeframe**		**Status**	**Progress Notes**
				Start Q	End Q		
Collect and compile decedent data for case reviews	Lisa Worden, Health Dept; Kass Burkhart, Planning Dept.	Health Dept, Planning Dept., Law Dept., County Executive's Office, Mental Health Dept., OFR Team members/participants	OFR Facilitator	1	4		
Convene monthly OFR Planning Team meetings to support data collection, case review meetings, next of kin interviews, partner engagement, and quality improvement activities	Lisa Worden, Health Dept.	OFR Planning Team: Health Dept, Planning Dept., Law Dept., County Executive's Office, Mental Health Dept., OFR Facilitator	OFR Facilitator	1	4		
Convene OFT Team to conduct at least 3 case review meetings annually	Lisa Worden, Health Dept; Kass Burkhart, Planning Dept.	Health Dept, Planning Dept., Law Dept., County Executive's Office, Mental Health Dept., OFR Facilitator, OFR Team members/participants.	OFR Facilitator	1	4		
Prepare and share Summary of Recommendations and support implementation of recommendations for each case review	Lisa Worden, Health Dept; OFR Facilitator	Health Dept, Planning Dept., Law Dept., County Executive's Office, Mental Health Dept.; OFR Team members/participants, Opioid Task Force members	OFR Facilitator	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
Budget Modification 03/31/23

Contractor : Oneida County Health Department
Contract Period : September 1, 2022 - August 31, 2023
Contract # : 6169-04
HRI Account # : 15-0991-04

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	$ 2,150	$ -	$ 2,150
TRAVEL	$ 500	$ -	$ 500
EQUIPMENT			
MISCELLANEOUS	$ 500		$ 500
CONTRACTUAL / CONSULTANT	$ 68,850		$ 68,850
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: See Attached Date: 03/31/23

Supplies

Contractor: Oneida County Health Department
Contract Period: September 1, 2022 - August 31, 2023

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.*

Item Description	Amount
Office Supplies	$ 650
Program Materials (Post Overdose Care Kits, Signage & Literature for Narcan Emergency Cabinets, etc.)	$ 500
Fentanyl Test Strips	$ 1,000

Total Supplies Requested: $ 2,150

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
Ziploc bags
Cloth or drawstring bags
Printed materials
Microscoops
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.
Additonal Visor clips/inserts will be purchased if additonal ones are needed for law enforcement vehicles. These remind officers to call in overdose information to ODMAP hub.

Fentanyl Test Strips (FTS): We will be purchasing Fentanyl Test Strips to distribute to our local harm reduction, treatment, and recovery agencies. Our local Syringe Exchange Program (ACR Health) has been distributing FTS to clients for several years, so we plan to expand their distribution as well as that of other agencies who are not regular distributors.

NYSDOH NOTE: All Opioid Education/Outreach materials and Advertising/Media messages must be approved prior to incurring costs.

Travel

Contractor: Oneida County Health Department
Contract Period: September 1, 2022 - August 31, 2023

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.*

Purpose/Destination	Amount
Mileage and Travel costs to grant related conferences, regional meetings, and events.	$ 500

Total Travel Requested: $ 500

Is mileage requested (personal auto or agency auto)

x	Yes
	No

Justification

Registration feeds, personal auto mileage, travel, lodging and meals for Staff participating in opioid grant activitieis including in-person and/or web-based local, regional and national meetings, conferences and other Opioid-related trainings.

Miscellaneous

Contractor: Oneida County Health Department
Contract Period: September 1, 2022 - August 31, 2023

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).

Item Description	Amount
Printing	$ 500

Total Miscellaneous Requested : $ 500

Justification

[If your budget includes services, software, or other items assigned to individuals: Provide the name, title and role of staff that will be assigned the items, and a justification for need. Confirm that the items will be used solely for these contract activities. If the items or services are used for other purposes then the total cost must be allocated appropriately to all programs that will benefit.]

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, 2022 - August 31, 2023

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	**Period of Performance:** Sept. 1, 2022 - August 31, 2023 **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 sustained operation and maintenance of a Peer Follow-Up Program for overdose victims (and others who may request it) in Oneida County. ACR Health serves 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). **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. **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. *** See P.9A Tab For Justification.**	$ 25,000
Center for Family Life & Recovery (CFLR)	**Period of Performance:** Sept. 1, 2022 - August 31, 2023 **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 sustained operation and maintenance of a Peer Alliance Program. CFLR serves as the lead community agency in the planning, implementation and operation of the Peer Alliance Program, which provides 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. **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. **Detailed Budget and Justification:** $26000 - 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. ***See P.9B Tab For Justification** (Increase cost from Year 3 due to increase in program staff salary and fringe, training cost and materials and supplies)	$ 26,000
Primeau-Fahey Studio	**Period of Performance:** Sept. 1, 2022 - August 31, 2023 **Scope of Work: This subcontract supports** Category 4: Innovation Project Optional Strategy: Facilitate Overdose Fatality Review (OFR) Meetings including working with subcontractor on meeting preparation, coordination/conducting of interviews and meeting outcomes and reviewing policy/procedure changes with the OFR team. The subcontractor will provide OFR facilitation services to support implementation of case review. Activities shall include, but not be limited to: a. Collaboration with OCHD and participating on its OFR Planning Team to support analysis and compilation of case data and OFR processes. b. Conducting and summarizing Next-of-Kin interviews c. Preparing reports, meeting presentations and other OFR team materials as requested by OCHD. d. Summarizing case review key findings and recommendations e. Coordinate with OFR Coordinator and OFR Data Manager to prepare case summaries, meeting agenda and other relevant reports. **Method of Accountability:** Contractor will report to and collaborate with OCHD to ensure deliverables and reporting requirements are met. **Detailed Budget and Justification:** For the services provided under this agreement, the OCHD will reimburse Primeau Fahey Studio $17,850 annually	$ 17,850
	Period of Performance: Scope of Work: Method of Accountability: Detailed Budget and Justification:	
	Total Subcontracts/Consultants Requested :	$ 68,850

ACR Health Peer Follow-Up Program Budget

KEY:
RED = COMPLETED IN A PREVIOUS BUDGET YEAR

BUDGET
$ 75,000.00

TASK	LABOR RATE	MATERIALS UNITS	FIXED COST $/UNIT	BUDGET
OD2A YEAR 2 (09/01/2020 - 08/31/2021)				
Deliverable 1 - Planning Phase Complete; Project Plan Developed and			$ 15,000.00	$ 15,000.00
Deliverable 2 - Implementation Phase Complete; Program Pilot			$ 10,000.00	$ 10,000.00
				$ -
				$ -
				$ -
				$ 25,000.00
OD2A YEAR 3 (09/01/2021 - 08/31/2022)				
Operations & Maintenance Phase (Cont.)			$ 25,000.00	$ 25,000.00
				$ -
				$ -
				$ -
				$ -
				$ 25,000.00
OD2A YEAR 4 (09/01/2022 - 08/31/2023)				
Operations & Maintenance Phase (Cont.)			$ 25,000.00	$ 25,000.00
				$ -
				$ -
				$ -
				$ -

	$ 25,000.00
TOTAL	**$ 75,000.00**

This is an agreement between the Oneida County Health Department (OCHD) and ACR Health. 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 who reside in Oneida County, and are identified via ODMAP and Oneida MATTERS (Medication Assisted Treatment & Emergency Referrals). The aim of this program is to ensure that individuals who overdose receive the appropriate treatment and care for their substance use disorder, and to prevent overdose-related fatalities. Upon implementation, contractor will conduct retroactive follow-up to individuals who previously overdosed, but have yet to receive appropriate 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.)

Budget Justification:	
TIMELINE	
Planning Phase	04/01/21 - 06/30/21
Implementation Phase	06/30/21 - 08/31/21
Operations & Maintenance Phase (OD2A Year 3 Funds)	09/01/21 - 08/31/22
Operations & Maintenance Phase (OD2A Year 4 Funds)	09/01/22 - 08/31/23
DELIVERABLES	

Deliverable 1 - Planning Phase Complete; Project Plan Developed and Approved	In the Planning Phase, Contractor will collaborate with OCHD to develop a Project Plan for Peer Follow-Up Program. Contractor's responsibilities are outlined below: • Contractor will attend weekly project meetings (via phone, virtual conferencing, or in-person) with OCHD, throughout the duration of the planning phase. For each meeting, Contractor shall provide project status report that includes updates on progress and any outstanding issues. • Contractor must ensure that project plan adequately addresses each of the following areas: o Program Workflow (elements of County created flow-chart must be integrated into project plan, and approved by OCHD). o Method(s) of Documentation o Weekly care-coordination meetings o Staffing/Agency Capacity o Staff Training o Method(s) of Reporting o Patient confidentiality & consent o Adaptations for public health emergencies (i.e., COVID-19) • Contractor must also agree to the Mandatory Elements outlined below. Milestone: Project Plan Approval

Deliverable 2 - Implementation Phase Complete; Program Pilot Conducted and Approved	In the Implementation Phase, the Peer Follow-Up Program (Project Plan) will be implemented. Contractor's responsibilities are outlined below: • Contractor will continue to attend weekly project meetings (in-person, via phone, virtual conferencing, etc.) with OCHD, throughout the duration of the implementation phase. For each meeting, Contractor shall provide project status report that includes updates on progress and any outstanding issues. • Contractor will implement Project Plan approved by OCHD (e.g. If peer training was identified as a need within project plan, peers will be trained during implementation phase. Similarly, if creation of a new confidentiality form was identified as a need within project plan, this form will be created during implementation phase.) • Contractor shall conduct operational pilot of Peer Follow-Up program. Milestone: Pilot Program Approval/Success • Upon County approval of operational program pilot and implementation phase, Contractor will receive **$10,000.**
Operations & Maintenance Phase	In the Operations & Maintenance Phase, sustained operation of Peer Follow-Up Program will be achieved. Contractor's responsibilities are outlined below: • Contractor and appropriate program staff shall attend weekly "Check-In / Care Coordination" meetings (via phone, virtual conferencing, or in-person, etc.) with OCHD, throughout the duration of the Operations/Maintenance phase. The purpose of these meetings will be to discuss case updates from previous week, outcomes, issues/concerns, etc. • Contractor will share Peer Follow-Up program performance measurement data with OCHD on an as requested basis. • Contractor will work with OCHD to ensure that project plan remains operational. • Contractor will collaborate with OCHD to conduct a Post-Implementation Program Evaluation. Evaluation report will summarize assessment of implementation activities, evaluate the effectiveness of program, and identify needs for improvement.

CFLR Peer Alliance Program Budget

KEY:
RED = COMPLETED IN A PREVIOUS BUDGET YEAR

BUDGET	
$	86,000.00

TASK	LABOR HRS	LABOR RATE	MATERIALS UNITS	MATERIALS $/UNIT	FIXED COST	BUDGET
OD2A YEAR 2 (09/01/2020 - 08/31/2021)						
Deliverable 1 - Planning Phase Complete; Project Plan Developed and Approved					$ 5,000.00	$ 5,000.00
Deliverable 2 - Implementation Phase Complete; Program Pilot Conducted and Approved					$ 15,000.00	$ 15,000.00
						$ -
						$ -
						$ -
						$ 20,000.00
OD2A YEAR 3 (09/01/2021 - 08/31/2022)						
Operations & Maintenance Phase (Cont.)					$ 20,000.00	$ 20,000.00
						$ -
						$ -
						$ -
						$ -
						$ 20,000.00
OD2A YEAR 3 (09/01/2021 - 08/31/2022)						
Operations & Maintenance Phase (Cont.)					$ 20,000.00	$ 20,000.00
						$ -
						$ -
						$ -
						$ -
						$ 20,000.00
OD2A YEAR 4 (09/01/2022 - 08/31/2023)						
Operations & Maintenance Phase (Cont.)					$ 26,000.00	$ 26,000.00
TOTAL						**$ 86,000.00**

This is an agreement between the Oneida County Health Department (OCHD) and Center for Family Life & Recovery (CFLR). 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.

Budget Justification:	
TIMELINE	
Planning Phase	**04/01/21 - 06/30/21**
Implementation Phase	**06/30/21 - 08/31/21**
Operations & Maintenance Phase (OD2A Year 3 Funds)	**09/01/21 - 08/31/22**
Operations & Maintenance Phase (OD2A Year 4 Funds)	**09/01/22 - 08/31/23**
DELIVERABLES	
Deliverable 1 - Planning Phase Complete; Project Plan Developed and Approved	In the Planning Phase, Contractor will collaborate with OCHD to develop a Project Plan for Peer Alliance Program. Contractor's responsibilities are outlined below: • Contractor will attend weekly project meetings (via phone, virtual conferencing, or in-person) with OCHD, throughout the duration of the planning phase. For each meeting, Contractor shall provide project status report that includes updates on progress and any outstanding issues. • Contractor must ensure that project plan adequately addresses each of the following areas: o Program Workflow (elements of County created flow-chart must be integrated into project plan, and approved by OCHD). o Method(s) of Documentation o Weekly care-coordination meetings o Staffing/Agency Capacity o Staff Training o Method(s) of Reporting o Patient confidentiality & consent o Adaptations for public health emergencies (i.e., COVID-19) • Contractor must also agree to the Mandatory Elements outlined below. Milestone: Project Plan Approval • Upon County approval of project plan, Contractor will receive **$5,000**.
Deliverable 2 - Implementation Phase Complete	In the Implementation Phase, the Peer Follow-Up Program (Project Plan) will be implemented. Contractor's responsibilities are outlined below: • Contractor will continue to attend weekly project meetings (in-person, via phone, virtual conferencing, etc.) with OCHD, throughout the duration of the implementation phase. For each meeting, Contractor shall provide project status report that includes updates on progress and any outstanding issues. • Contractor will implement Project Plan approved by OCHD (e.g. If staff training was identified as a need within project plan, peers will be trained during implementation phase. Similarly, if creation of a new confidentiality form was identified as a need within project plan, this form will be created during implementation phase.) • Contractor shall conduct 1 week operational pilot of Peer Alliance program. Milestone: Pilot Program Approval/Success • Upon County approval of 1 week operational program pilot and implementation phase, Contractor will receive **$21,000.**

Operations & Maintenance Phase	In the Operations & Maintenance Phase, sustained operation of Peer Alliance Program will be achieved. Contractor's responsibilities are outlined below: • Contractor and appropriate program staff shall attend monthly project meetings (via phone, virtual conferencing, or in-person, etc.) with OCHD, throughout the duration of the Operations/Maintenance phase. For each meeting, Contractor shall provide project status report that includes updates on progress and any outstanding issues. • Contractor will share program performance measurement data with OCHD on an as requested basis. • Contractor will work with OCHD to ensure that project plan remains operational. • Contractor will collaborate with OCHD to conduct Post and Interim Implementation Program Evaluations. Evaluation reports will summarize assessment of implementation activities, evaluate the effectiveness of program, and identify needs for improvement. • Contractor will receive **$26,000 (vouchered monthly)** to support sustained operation and maintenance of program, including any costs associated with program evaluation.

Primeau-Fahey Budget

BUDGET
$ 17,850.00

	LABOR		MATERIALS	FIXED		BUDGET
TASK	HRS	RATE	UN	$/UNIT		
YEAR 4: Primeau-Fahey Studio (Overdose Fatality Review Facilitation)	210	$ 85.00				$ 17,850.00
						$ -
						$ -
						$ -
						$ -
						$ 17,850.00
-						
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
-						
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -

TOTAL	$ 17,850.00

This is an agreement between the Oneida County Health Department (OCHD) and Primeau Fahey Studios staff to support OFR Faciliation. Activities include Meetings with Overdose Fatality Review Data Collection and Planning Team. OFR planning including client meetings, draft agendas. Development of case summary file, PowerPoint presentations, case history timelines, outreach to next of kin for interviews, including letters, calls and conducting NOK interviews, transcription, and audio editing for presentation. Meeting facilitation and summarizing of key findings and summary of recommendations.. For the services provided under this agreement, the OCHD will reimburse the Primeau Fahey Studios for an average of 35 hours per month (x 6 mos) @ $85 hr

Restricted

Contractor: Oneida County Health Department
Contract Period: September 1, 2022 - August 31, 2023

FOR NYSDOH USE ONLY

Purpose/Destination	Amount
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

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 6 NU17CE924974-03-05
FAIN# NU17CE924974
Federal Award Date: 08/10/2022

EXHIBIT D

Recipient Information

1. Recipient Name
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 (UEI)
JCK2VGG2PR51

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
Darryl Mitchell
dvm1@cdc.gov
770-488-2747

10.Program Official Contact Information
Nikki Maxwell
Program Officer
ddq6@cdc.gov
4046393412

Federal Award Information

11. Award Number
6 NU17CE924974-03-05

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
Supplement

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 09/01/2021 **- End Date** 08/31/2023	
20.	**Total Amount of Federal Funds Obligated by this Action**	$5,880,119.00
	20a. Direct Cost Amount	$5,221,867.00
	20b. Indirect Cost Amount	$658,252.00
21.	Authorized Carryover	$0.00
22.	Offset	$525,086.00
23.	Total Amount of Federal Funds Obligated this budget period	$5,355,033.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$11,235,152.00
26.	**Period of Perfomance Start Date** 09/01/2019 **- End Date** 08/31/2023	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$23,738,418.00

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# 6 NU17CE924974-03-05
FAIN# NU17CE924974
Federal Award Date: 08/10/2022

Recipient Information

Recipient Name
HEALTH RESEARCH, INC.
Corning Tower Room 359
Corning Tower
Albany, NY 12237-0001

Congressional District of Recipient
20

Payment Account Number and Type
114140215 5A1

Employer Identification Number (EIN) Data
141402155

Universal Numbering System (DUNS)
157119657

Recipient's Unique Entity Identifier (UEI)
JCK2VGG2PR51

31. Assistance Type
Cooperative Agreement

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$4,800,125.00
b. Fringe Benefits	$1,723,314.00
c. Total Personnel Costs	$6,523,439.00
d. Equipment	$0.00
e. Supplies	$29,240.00
f. Travel	$33,795.00
g. Construction	$0.00
h. Other	$34,255.00
i. Contractual	$3,889,083.00
j. TOTAL DIRECT COSTS	$10,509,812.00
k. INDIRECT COSTS	$1,250,426.00
l. TOTAL APPROVED BUDGET	$11,760,238.00
m. Federal Share	$11,760,238.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
2-9390BX6	19NU17CE924974OPCE	CE	41.51	93.136	$5,850,119.00	75-22-0952

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

HEALTH RESEARCH, INC. 6 NU17CE924974-03-05

1. Terms and Conditions
2. Special Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS OF AWARD

Supplemented Extension: The purpose of this amendment is to approve a 12-month extension with supplemental funds per the request submitted by your organization dated May 6, 2022. The budget and project period end dates have been extended from August 31, 2022 to August 31, 2023.

Additional funds in the amount of $5,880,119 are authorized and have been distributed as indicated in the approved budget of this Notice of Award. 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	$ 1,752,491
Prevention	$ 4,127,628

Budget Revision Requirement: By October 3, 2022 the recipient must submit a revised budget with a narrative justification.

Other: Drug User Health Work Group Subject Matter fees - Per the program, further justification is needed. The fees are listed as associated with Strategy 4 as opposed to where PWUD-PWLE activities are conducted (under Strategy 9). Provide additional information on how Drug User Health Work Group Subject Matter Expert Fees are aligned with Strategy 4.

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.

Indirect Costs: Indirect costs are approved based on the negotiated indirect cost rate agreement dated September 16, 2021, which calculates indirect costs as follows, a Provisional is approved at a rate of 18.90% of the base, which includes, direct salaries and wages including all fringe benefits. The effective dates of this indirect cost rate are from 04/01/2022 March 31, 2025.

Annual Federal Financial Report (FFR SF-425): Annual financial reporting is required every twelve month period. Due to the approved extension period, the final budget period has been extended and an additional annual financial report will be required. A completed FFR SF-425 covering the original final budget period of September 1, 2021 to August 31, 2022 must be submitted by December 1, 2022.

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date. The reporting timeframe is the full period of performance. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the NOFO. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

All manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and actually expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date.
The final report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Department of Health and Human Services' PMS, you will be required to update your reports to PMS accordingly. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Electronic versions of the form can be downloaded at:
https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of $5,000 or more. Electronic versions of the forms can be downloaded by visiting:
https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1

If no equipment was acquired under an award, a negative report is required.

The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than $5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government.

Final Invention Statement: A Final Invention Statement must be submitted. Electronic versions of the form can be downloaded by visiting http://grants1.nih.gov/grants/hhs568.pdf.

If no inventions were conceived under an assistance award, a negative report is required. This statement may be included in a cover letter.

CE19-1904 Overdose Data to Action
Program Additional Terms and Conditions

- **Discontinuation of Rapid Overdose Death Detection (RODD) Activities:** For the supplemental extension period, recipients that were implementing Rapid Overdose Death Detection activities will no longer be required to implement these activities. With this change, the $200,000 optional award funding for RODD will not be included in the surveillance budget for your supplemental award and CDC will no longer receive RODD data or provide technical assistance on these activities.

- **Recipient Self Assessments and Evaluation Plans:** For the supplemental extension period, the OD2A Self-Assessment Survey is optional, to be completed on a voluntary basis. OD2A recipients are invited to complete the annual OD2A Self-Assessment survey by August 31, 2022. The survey will cover Year 3 of your work on OD2A. The survey will have each recipient's responses from the year 2 assessment conducted last year during this same period (July - August 2021). If you choose to complete the OD2A Self-Assessment Survey, please change your responses to reflect any changes in capacity and add any additional notes. If you choose to complete the survey, CDC will provide a customized report.

- **Flexibility to reallocate funds Between Prevention and Surveillance Components:** In response to OD2A recipient requests and to support recipient efforts to complete current year activities and activities brought forward from previous budget periods (Years 1 and 2), CDC will review requests to redirect funds between the surveillance and prevention components. The CDC Support Team will recommend approval on a case-by-case basis. Per 45 CFR 75.308- Revision of budget and program plans, prior approval is required if significant re- budgeting of current year funds is needed. Significant re-budgeting is considered a redirection of at least 25% of the total approved budget or $250,000, whichever is less.

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 by 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 recognizant 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 statue 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 statue (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

Contractor:
Oneida County through the Health Department
185 Genesee St.
Adirondack Bank Building
Utica, NY, 13501

HRI Account Number(s):
15-0991-03

Contract Date:
09/01/2022 - 08/31/2023

HRI Contract Number:
6169-04

_____
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	$0				
Fringe	$0				
Supplies	$2,150				
Travel	$500				
* Equipment	$0				
* Miscellaneous	$500				
* Contractual	$68,850				
* Admin/Indirect	$0				
Deliverable	$0				
Restricted	$100,000				
Total Costs:	**$172,000**				

Reimbursement Requested: $

Expenditures under this contract may NOT exceed the maximum reimbursable amount of $38,240.

* **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: _____

ORGANIZATION: _____

FOR THE PERIOD: _____

FRINGE EXPENSES

ITEM OF EXPENSE*	BUDGETED AMOUNT	EXPENSE PRIOR PERIOD	EXPENSE CURRENT PERIOD	TOTAL EXPENSE TO DATE	NOTES
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	

TOTAL: $ -

ORGANIZATION: _____

FOR THE PERIOD: _____

SUPPLIES EXPENSES

ITEM OF EXPENSE*	BUDGETED AMOUNT	EXPENSE PRIOR PERIOD	EXPENSE CURRENT PERIOD	TOTAL EXPENSE TO DATE	NOTES
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	

TOTAL: $ -

ORGANIZATION: _____

FOR THE PERIOD: _____

TRAVEL EXPENSES

ITEM OF EXPENSE*	BUDGETED AMOUNT	EXPENSE PRIOR PERIOD	EXPENSE CURRENT PERIOD	TOTAL EXPENSE TO DATE	NOTES
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	

TOTAL: $ -

HEALTH RESEARCH
INCORPORATED

04-10-23
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: 6169-04	Subcontract Dates: 9/1/2022-8/31/2023
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):

Oneida County Health Department
185 Genesee St., Suite 500
Utica, New York 13501-2102

Subcontract primary performance location including address: **(zip code must include +4)**:

Oneida County Health Department
185 Genesee St., Suite 500
Utica, New York 13501-2102

Please provide a brief description of the project your organization is being contracted for:

Public Health Emergency Preparedness Grant

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

Anthony J. Picente, Jr.
Name - please print

County Executive
Title

ce@ocgov.net
Email

315-798-5800
Phone #

Date

Please return completed form electronically to HRIFFATA@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, actual 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.

150 Broadway • Suite 280 • Menands, New York 12204 • phone 518.431.1200 • fax 518.431.1234
www.healthresearch.org

- **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 – Backup is always required for ALL Contractual Costs. An invoice for any contractual cost can be accepted as backup. An invoice is required if the subcontractor is a business/entity. A breakdown of rate/hours worked would only be accepted as backup for a consultant/individual. Grantee cannot voucher on a subcontractor who is still TBH/TBD on the budget. Subcontractor/Consultant must be listed on the budget and have a completed workscope (if applicable) prior to vouchering.

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) deminimus (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

ANTHONY J. PICENTE JR.
County Executive

CHUCK KLEIN
Director

ONEIDA COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY

Oneida County Office Building • 800 Park Avenue • Utica, NY 13501

March 24, 2023

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

FN 20 23 - 134

GOVERNMENT OPERATIONS

WAYS & MEANS

RE: Extension of Agreement with Northland Communications

Dear Mr. Picente:

Oneida County utilizes multiple service providers for Voice and Communications. These services include internet service, phone service and inter-site connectivity. In some cases, old technology is still in service and is expensive to maintain.

At the time of the original agreement, which we now seek to extend, Information Technology had reviewed all services at each County location to identify unnecessary/underutilized services, upgrade to newer or less expensive technology and simplify communications. As a result, an RFP was issued for multi-vendor Voice and Data Service contracts. Northland Communications was the only respondent. As a result of that RFP, the original agreement was entered into in December of 2019.

Northland Communications is currently the County's Voice and Data service provider, at a cost of approximately $350,000.000 annually. This extension will have a term of one year and represents the exercise of the first renewal option provided for in the original agreement.

Based on Northland Communication's service offerings, excellent customer service and track record, I respectfully request your approval of an extension to the aforementioned contract with Northland Communications.

If the enclosed contract meets your approval, please be so kind as to forward it to the Board of legislators for consideration at their next meeting.

Respectfully,

Chuck Klein
Director, Information Technology

RECEIVED
APR 04 2023

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

Anthony J. Picente, Jr.
County Executive

Date 3-28-23

Encl.

Oneida Co. Department: Information Technology

Competing Proposal ___X___
(Only Respondent) _____
Sole Source RFP _____
Other _____

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor: Northland Networks, Ltd. d/b/a Northland Communications
P.O. Box 419
9560 Main Street
Holland Patent, New York 13354

Title of Activity or Service: Voice & Data Communication Services

Proposed Dates of Operation: December 5, 2022 – December 4, 2023

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** Northern Communications currently provides Voice and Data connectivity to the Oneida County workforce. This agreement clarifies the terms and expectations of voice and data delivery to County entities.

2) **Program/Service Objectives and Outcomes:** This agreement will allow Northland to provide accurate Voice and Data communication services and redundancies to our backup center.

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

Total Funding Requested: $350,000 **Account #A1610 1610.416-100**

Oneida County Dept. Funding Recommendation: $350,000

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

Cost Per Client Served: N/A

Past Performance Data: Northland Communications is a current Voice and Data vendor for Oneida County.
O.C. Department Staff Comments: First of two (2) one year extensions provided for in the original contract.

Contract No. 91175

Amendment No. 1

Effective Date _____

Amendment

This Amendment modifies the Information Technology Master Services Agreement (the "Original Agreement", County Contract Number 91175, annexed hereto as "Exhibit A"), entered into on the 5th day of December, 2019, between the County of Oneida (the "County"), and NORTHLAND NETWORKS, LTD, dba NORTHLAND COMMUNICATIONS (the "Vendor"), as follows:

1. **Change in Services**: None

2. **Change in Term:** The term of the Original Agreement shall be extended from December 5, 2022 through December 4, 2023.

All other terms and conditions in the Original Agreement remain unchanged.

COUNTY OF ONEIDA

By: _____
(signature)

Name: **Anthony J. Picente, Jr.**

Title: **Oneida County Executive**

Date: _____

NORTHLAND COMMUNICATIONS

By: _____
(signature)

Name: **James P. McCarthy**

Title: **President/ CEO**

Date: 3/24/23

Approved

_____

Assistant County Attorney

INFORMATION TECHNOLOGY MASTER SERVICES AGREEMENT

This Information Technology Master Services Agreement (the "Agreement") is by and between NORTHLAND NETWORKS, LTD., d/b/a NORTHLAND COMMUNICATIONS, a domestic business corporation organized and existing under the laws of the State of New York, whose principal place of business is PO Box 419, 9560 Main Street, Holland Patent, New York, hereinafter called the "Vendor," and **ONEIDA COUNTY**, a municipal corporation existing and organized under the laws of the State of New York, whose principal place of business is 800 Park Avenue, Utica, New York, hereinafter called the "County." This Agreement includes any current or future statement(s) of work (the "SOW") on the form attached hereto as Exhibit "A," and executed by each party, and all such documents are incorporated by this reference.

The Vendor provides Information Technology Professional Services, as hereinafter defined, related to **RFP Number 2019-269, Oneida County Information Technology "Voice and Data Services,"** attached hereto and incorporated herein as Exhibit "B." The parties have agreed that the Vendor will provide such Professional Services as the parties may agree, now and pursuant to future SOWs. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. PROFESSIONAL SERVICES.

1.1. Professional Services. The Vendor shall provide to the County the following services, as requested, and as provided for in the Vendor's Proposal, a copy of which is attached hereto as Exhibit "C." Any and all of these services shall hereinafter be referred to, collectively, as the "Professional Services."

(a) *Service Categories.* The services constituting Professional Services within the meaning of this Agreement shall include, but not be limited to, assessments, design, hardware and software (and provisioning of appropriate licensing), implementation, support, maintenance, providing complete documentation, including implementation of plans, testing and training in the categories of:

(i) Voice Services, to include, but not be limited to:
- A. POTS lines;
- B. PRI/T1;
- C. Direct Inward Dialing (DID) service;
- D. SIP trunking;
- E. 2 way Inbound/outbound dialing;
- F. Long Distance;
- G. Toll Free services;
- H. Caller ID;
- I. PSAP for voice;
- J. SMS text and data;
- K. High availability data circuits;

(ii) Data Services, to include, but not be limited to:
- A. MPLS
- B. SD-WAN

C. Dark Fiber
D. Broadband
E. PtP circuits
F. Ethernet
G. SMS text and data
H. High availability data circuits
I. Network Operations Center
    1) Monitoring/Alerting
    2) Reporting
    3) Capacity planning
    4) Problem resolution
    5) 24x7x365 availability

(iii) Any other needed services.

(b) *Multiple Vendors.* The County reserves the right to utilize as many different vendors as it, in its sole discretion, determines to be necessary for the performance of any individual Professional Service. The Vendor hereby acknowledges that it is aware of this, and it understands and acknowledges that the County is not guaranteeing any minimum number of hours the Vendor will be utilized, nor is the County making any promises as to the exclusivity of the assignment of the Vendor to any Professional Service.

1.2. Provision of Professional Services. The Vendor will provide the services as set forth in each SOW, and the County will provide any assistance and cooperation necessary or convenient to facilitate the Professional Services called for in any SOW. The process for submission and approval of an SOW is as follows:

(a) *Negotiation.* The Vendor and the County shall negotiate the Professional Services to be completed by the Vendor, based upon the needs of the County.

(b) *Quote & Proposed SOW.* Once the negotiations have been completed, the Vendor shall submit a detailed quote and proposed SOW to the County. The form of the proposed SOW shall conform to that of the aforementioned Exhibit "A," attached hereto. A sample quote has been attached to this Agreement as Exhibit "D." The quote and/or the proposed SOW shall include a detailed description of the materials to be used, the nature of the labor to be provided (along with the rates thereof), and a statement declaring what subcontractors the Vendor intends to utilize in the performance of the work covered by the proposed SOW. If the quote and proposed SOW are unacceptable to the County, for any reason, further negotiations may be conducted.

(c) *Signed SOW & Purchase Order.* If the quote and proposed SOW are acceptable to the County, the County shall execute the SOW, and shall return a signed copy of the SOW to the Vendor along with a purchase order.

(d) *Performance of Work.* Once the signed SOW and purchase order have been received, the Vendor shall begin to perform the Professional Services covered by the SOW. Under no circumstances is any work to be undertaken without a signed SOW. The Vendor agrees and hereby acknowledges that any expenditures or costs incurred by the Vendor prior to their

receipt of a signed SOW are undertaken entirely at their sole risk and expense.

(e) *Certificate of Completion.* At the completion of all the Professional Services called for in a signed SOW, the Vendor shall provide the County with a certificate of completion, signed by a representative of the Vendor. A sample of this certificate of completion is attached hereto as Exhibit "E." Once the County has ensured that the work covered by the SOW has been completed to its satisfaction, the County shall also sign the certificate of completion, returning a fully executed copy to the Vendor.

1.3. Deliverables.

(a) *Acceptance & Rejection.* Any software or other deliverable created pursuant to any Professional Services (the "Deliverables") will be considered accepted (the "Acceptance") (a) when the County provides Vendor written notice of acceptance or (b) thirty (30) days after delivery, if the County has not first provided the Vendor with written notice of rejection. The County may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the applicable SOW and only via written notice setting forth the nature of such deviation. In the event of such rejection, the Vendor will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the parties will again follow the acceptance procedures set forth in this Subsection 1.3(a).

(b) *License to Deliverables.* Effective upon Acceptance of each Deliverable, the Vendor grants the County a nonexclusive, fully paid, royalty-free license to reproduce, modify, and use such Deliverable as necessary for the County's internal business purposes, provided the County complies with the restrictions set forth below in Subsection 1.3(c).

(c) *Restrictions on Deliverables Rights.* The County will not distribute, publicly display, publicly perform, or sublicense any Deliverables (including without limitation any derivative work thereof). The Vendor retains ownership of all Deliverables, and the County receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 1.3(b) above.

2. FEES & REIMBURSEMENT.

2.1. Payment. The County will pay Vendor the fees as set forth in each SOW, and shall reimburse such expenses as Vendor reasonably incurs in provision of the Professional Services.

2.2. Vouchers. Such payment shall be made by the County after receipt of vouchers presented by the Vendor on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

3. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one party to this Agreement (the "Discloser") discloses to the other (the "Recipient"): (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; and (c) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the

Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

3.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the Professional Services (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Article 2.1; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

3.2. Injunction. The Recipient agrees that breach of this Article 2.1 would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

3.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 3.1 above (*Nondisclosure*) will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.

3.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.

3.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *Immunity*. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit.* An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

4. REPRESENTATIONS & WARRANTIES.

4.1. From Vendor. The Vendor represents and warrants: (a) that all Professional Services will be performed in a professional and workmanlike manner; and (b) that all Deliverables will conform to their specifications set forth in the applicable SOW for a period of three (3) years following Acceptance (as defined in Subsection 1.3(a) above). In the event of a breach of either warranty in this Section 4.1, the Vendor, at its own expense, will promptly re-perform the Professional Services or repair and redeliver the Deliverable in question.

4.2. From Each Party. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

4.3. Warranty Disclaimers. Except as set forth above in this Article 4, the Vendor PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

5. INDEMNIFICATION.

5.1. From Vendor. The Vendor will defend and indemnify the County and the County's Associates (as defined below in Section 5.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverable; or (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the Vendor or of any of its agents, subcontractors, or employees. The Vendor's obligations set forth in Subsection 5.1(a) above do not apply to the extent that an Indemnified Claim arises out of: (i) the County's breach of this Agreement; (ii) revisions to the Deliverable made without the Vendor's written consent; (iii) the County's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Vendor offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (iv) the Vendor's design or modification of the Deliverable in compliance with specifications provided by the County; or (v) use of the

Deliverable in combination with hardware or software not provided by the Vendor, unless (A) the SOW, or other documentation provided by the Vendor or agreed between the parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination). The Vendor's obligations set forth in Subsection 5.1(b) above do not apply to the extent that an Indemnified Claim arises out of the County's breach of this Agreement.

5.2. From County. The County will indemnify and defend the Vendor and the Vendor's Associates (as defined below in Section 5.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the County or of any of its agents, subcontractors, or employees. Indemnified Claims listed in Subsection 5.2 above include, without limitation: (i) claims by any of the County's employees, contractors, or other users (collectively, "Users"); and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information. Indemnified Claims listed above in Section 5.2 do not include any claim that would constitute an Indemnified Claim pursuant to Section 5.1(a) above.

5.3. Litigation & Additional Terms. The obligations of the indemnifying party (the "Indemnitor") pursuant to Section 5.1 or 5.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other contracting party's ("Indemnified Party's") or any of such Indemnified Party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

6. INSURANCE

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

(a) Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

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

(ii) The County and any other parties required by the County shall be included as

additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

(b) Workers' Compensation and Employer's Liability: Statutory limits apply.

(c) Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than $2,000,000 each occurrence and $2,000,000 annual aggregate. (An umbrella or excess liability policy may be utilized to attain these PL limits).

(i) The County and any other parties required by the County shall be included as additional insureds. PL coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured(s).

6.2. Waiver of Subrogation: the Vendor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, PL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

6.3. Certificates of Insurance: Prior to the start of any work, the Vendor 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 each of the Vendor's policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

7. LIMITATION OF LIABILITY.

7.1. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

7.2. Exclusions. This Article 6.3 do not apply to: (a) claims pursuant to Article 3 (*Confidential Information*) or Article 5 (*Indemnification*) of this Agreement; or (b) claims for attorneys' fees or other litigation costs the County becomes entitled to recover as a prevailing party in any action.

8. TERM & TERMINATION.

8.1. Term. The term of this Agreement will commence on the date it is executed by both parties (the "Effective Date") and continue for an initial term of three (3) years. Up to two (2) renewal terms of one (1) year each will be considered upon the mutual written agreement of the parties.

8.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will

be effective in 30 days, or more if specified in the notice, unless the other party first cures the breach.

8.3. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice. On the date of such termination, County will pay Vendor for those services provided up to the date of such written termination.

8.4. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of County to pay fees incurred before termination; (b) Articles and Sections 1.3(c) (*Restrictions on Deliverables Rights*), 3 (*Confidential Information*), 4.3 (*Warranty Disclaimers*), 5 (*Indemnification*), 6.3 (*Limitation of Liability*), and 10.1 (*Feedback*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

9. INDEPENDENT CONTRACTORS

9.1. It is expressly agreed that the relationship of the Vendor to the County shall be that of an independent contractor. None of the Vendor's officers, agents, directors or employees shall be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Vendor, in accordance with the Vendor's status as an independent contractor, covenants and agrees that none of the Vendor's officers, agents, directors and employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the 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.

9.2. The Vendor warrants and represents 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 Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

9.3. None of the Vendor's officers, agents, directors or employees shall be eligible for compensation from the County due to illness, absence due to normal vacation, absence due to attendance at school or special training, or a professional convention or meeting.

9.4. The Vendor acknowledges and agrees that none of its officers, agents, directors or employees shall be eligible for any County employee benefits, including retirement membership credits.

9.5. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Vendor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Vendor's form of business organization. With respect to the Vendor's officers, agents, directors and employees, this responsibility shall include 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 Vendor shall provide proof of workers'

compensation insurance, where applicable, prior to execution of this Agreement.

9.6. The Vendor 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.

9.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Vendor's independent contractor status, it is agreed that both the County and the Vendor 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.

9.8. The Vendor agrees to comply with federal and state laws, as supplemented, with the United States Department of Labor regulations, and any other regulations of any federal and state entities relating to such employment and civil rights requirements.

10. MISCELLANEOUS.

10.1. Feedback. The Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that the County or any user provides to the Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict the Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting the County or the User in question. Notwithstanding the provisions of Article 3 above, Feedback will not be considered Confidential Information, provided that information that the County transmits with Feedback, or is related to Feedback, may be considered Confidential Information. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

10.2. Notices. Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

(a) *For the Vendor*: Northern Networks, Ltd dba Northland Communications PO Box 419 9560 Main St Holland Patent NY 13354

(b) *For the County*: Oneida County Information Technology, 800 Park Avenue, Utica, NY 13501 ***and***

Oneida County Attorney, 800 Park Avenue, Utica, NY 13501

10.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

10.4. Subcontractors. The Vendor shall not subcontract any work to be performed under this Agreement without the prior written consent of the County, and any permitted subcontractor

shall agree, in writing, to be bound by the terms of this Agreement as if it were the Vendor under this Agreement. The Vendor shall be responsible to the County for any failure by any subcontractor to comply with the terms of this Agreement.

10.5. Assignment & Successors. The Vendor may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this Section 10.5, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

10.6. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.7. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

10.8. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Section 10.8 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

10.9. Conflicts. In the event of any conflict among any of the Exhibits to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; and (2) any SOW, with more recent SOW's taking precedence over later ones.

10.10. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

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

and signed by the duly authorized representative of the parties sought to be bound.

10.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

10.13. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

10.14. 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.

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

10.16. Assignment. No party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all parties.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA

By: _____
(signature)

Name: **Anthony J. Picente, Jr.**

Title: **Oneida County Executive**

Date: 12-5-19

Northland Networks, Ltd d/b/a Northland Communications

By: _____
(signature)

Name: James P. McCarthy

Title: **President/CEO**

Date: 11/25/19

Approved

_____
Robert E. Pronteau
Assistant County Attorney

EXHIBIT A

STATEMENT OF WORK NUMBER ____

Project Title: _____

This Statement of Work Number ____ (this "SOW") is entered into pursuant to the _____ [date] Information Technology Master Services Agreement (the "Agreement") by and between _____ ("Vendor") and _____ ("County").

This SOW is incorporated into the Agreement. In the event of any conflict with this SOW, the main body of the Agreement will govern. The provisions of this SOW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Vendor will provide the following services: [Insert description of professional services. Include technical specifications for any Deliverables, materials to be used, types of labor to be employed (with the rates therefore), and any subcontractors to be utilized, or include reference to specifications attached to this SOW.]

_____

II. County Cooperation. County will reasonably cooperate with Vendor in the provision of services and will provide the following assistance to Vendor: [Insert description of County responsibilities, or insert "N/A" if not applicable.]

_____

III. Payment. County will pay Vendor as follows: [Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]

_____

IV. Additional Provisions. In addition, the parties agree as follows: [Insert additional terms or "N/A" if not applicable.]

_____

This SOW is effective as of the latest date of execution set forth below.

CUSTOMER	**VENDOR**
By: _____	By: _____
(signature)	(signature)
Name: _____	Name: _____
(print)	(print)
Title: _____	Title: _____
Date: _____	Date: _____

Request for Proposal

Sealed Proposals, subject to the conditions contained herein, will be received by ONEIDA COUNTY INFORMATION SERVICES until 3:00 P.M., local time on Tuesday May 21, 2019

Oneida County Information Technology
"Voice and Data Services"

RFP- # 2019-269

Specifications MUST be RECEIVED by Oneida County Information Technology, AnneMarie Ambrose, Director of Information Technology in person or by mail to Oneida County Information Technology, 800 Park Avenue, Utica, NY 13501

Copies of the described RFP may be examined at no expense at the department of Oneida County Information Technology or download from the Oneida County website at http://www.ocgov.net (Public Notice Section.)

The return envelope must be clearly marked with the RFP # and addressed to the department of Oneida County Information Technology/ AnneMarie Ambrose, Director of Information Technology.

The owner reserves the right to reject any or all proposals received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

AnneMarie Ambrose
Director of
InformationTechnology

Dated: May 7, 2019

Oneida County "Voice and Data Services" RFP - #2019-269

PROJECT OVERVIEW

Oneida County is seeking multi-vendor service contracts for voice and data communications. Oneida County is comprised of 39 departments that span over 20 physical locations. Oneida County Information Services is interested in re-architecting the existing infrastructure and are in search or service providers to support this initiative.

Those tending an offer are required to demonstrate past successful experiences in supporting customers of similar size and nature as Oneida County. The successful vendor(s) will be required to comply with all applicable Oneida County policies; state, federal and local laws and provide evidence of general liability insurance.

PROPOSAL SUBMITTAL

Original Proposal The complete proposal must be submitted in a sealed package with one (1) original, 4 copies and one (1) electronic copy, prior to the date and time specified on the Invitation to RFP page of this document. All proposals shall be marked "Voice and Data Services - RFP - #2019-269." Vendor(s)s shall include all documents necessary to support their proposal in the sealed package. Vendor(s)s shall be responsible for the delivery of proposals during business hours to the address indicated in the Invitation to RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time. Proposals received after the time specified will not be considered and will be returned unopened.

Vendor(s) should summarize all resources assumed or expected to be provided either by Oneida County or any other party essential to the success of this contract. This summary should clearly identify what the Vendor(s) expects or anticipates by way of County or third party personnel or resources.

No proposal will be considered which is not signed by an authorized official of the firm.

PROPOSAL SPECIFICATIONS

If there are any questions regarding this RFP, please contact Chuck Klein by email at cklein@ocgov.net.

SCOPE OF SERVICES

The County Scope of Services for this proposal includes support for:

Voice services to include but not limited to:

POTS lines
PRI/T1

Direct Inward Dialing (DID) service
SIP trunking
2 way Inbound/outbound dialing
Long Distance
Toll Free services
Caller ID
PSAP for voice
SMS text and data
High availability data circuits

Data services to include but not limited to:

MPLS
SD-WAN
Dark Fiber
Broadband
PtP circuits
Ethernet
SMS text and data
High availability data circuits
Network Operations Center

- Monitoring/Alerting
- Reporting
- Capacity planning
- Problem resolution
- 24x7x365 availability

Both Voice and Data categories will include multiple County agencies including but not limited to Emergency Services and Law Enforcement facilities.

NOTE: Vendors/Proposers should include in their proposals detailed service level plans they can offer for each and every service they have available.

QUALIFICATION REQUIREMENTS OF THE SELECTED VENDOR(S)

To be considered qualified, bidders must meet the following minimum requirements:

A. Minimum of three (3) years of experience with voice and data projects of like size and complexity.

Reference of at least one voice and data support project for a local government similar in size to the County of Oneida, New York.

COST

Vendor(s) are asked to list all service offerings and their associated costs. These costs should directly relate to the scope of services listed above but are not limited to only these services. Rates may not increase over the duration of the contract.

REPORTING

The successful vendor(s) will be expected to provide the ability for Oneida County Information Technology staff to monitor real time and historic performance information including but not limited to data for utilization, troubleshooting up/downtime, latency etc.

CONTRACT CONSIDERATIONS

1. Oneida County intends to award a multi-vendor contract for these services.
2. The contract is anticipated to be for 3 years with 2 – 1 year renewal options.
3. Interested vendor(s) are encouraged to contact Chuck Klein, Manager of Network Infrastructure at 315-798-6471, or by email at cklein@ocgov.net to clarify the requirements of this RFP prior to proposal submission.
4. This RFP and the successful proposal will become attachments to the resulting contract or agreement. Oneida County takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that, all information contained within County contracts is a public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.
5. All expenses involved with the preparation and submission of proposals, and any work performed in connection therewith, shall be borne by the Proposer. No payment will be made to any responses received nor for any other effort required of or made by the Proposer prior to a contract award.
6. All proposers are hereby advised that Oneida County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Proposers agree to such activity and release Oneida County from all claims arising from such activity. Proposals will be evaluated based on the County's analysis and ranking of each firm's responses relative to the activities described in this RFP.
7. Scoring Criteria and Weights are as follows:

CRITERIA	MAXIMUM POINTS
a. Strength of Proposal Experience of personnel	30
b. Demonstrated understanding of Oneida County	30
c. Strength of references	10
d. Cost	30
TOTAL	100

ELEMENTS OF PROPOSAL

Organizations interested in providing Oneida County Information Technology with Voice and Data Services must provide the following:

1. A narrative describing your firm's approach to meeting the requirements summarized in this RFP;
2. A Project Plan describing all actions, activities, costs and timelines required by the bidder and Oneida County;
3. A description of practice proving five (5) years of experience doing similar onsite scanning projects;
4. Resumes for Key Personnel;
5. A sample copy of your proposed monthly status report, if any;
6. A sample copy of your standard contract;
7. A sample copy of your current purchase order form;
8. A sample invoice;
9. A sample Statement of Work;
10. A brief outline of your organization including:
    a. Full legal name and address of the company,
    b. Management overview,
    c. Year company was established, and
    d. Current number of employees;
11. Three references for organizations that have utilized your services - similar in size and scope to those described in this RFP. Please include enterprise name, contact name, telephone number and email address for each.
12. A brief outline of all services currently offered by your organization

May 21, 2019

AnneMarie Ambrose
Director of Information Technology
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Ms. Ambrose

Northland Communications is a third-generation family business founded in 1905, providing complete end-to-end communications products and services solutions to the business community of Central New York. Northland Communications relationship with Oneida County goes back to the early 1980's.

Our emphasis on customer service, team members and the surrounding community is a result of the family atmosphere at Northland Communications.

These values are what helped transform what once was the Oneida County Telephone Company, founded in Holland Patent, NY in 1905, into what Northland is today. Our timeline details important dates and changes throughout Northland's history.

In 1982, Northland Communications first emerged as a discount long-distance provider after seizing opportunities following the dispossession of AT&T and break-up of the Bell System. The telecommunications industry now welcomed competition and continued to create opportunities for regional companies.

It wasn't until 1996 with the passing of the Telecommunications Act, Northland Networks was established. Primarily focusing on the Utica & Syracuse markets, Northland Networks became a Competitive Local Exchange Carrier (CLEC) and began providing local dial tone services.

In November 1995, Northland acquired controlling interest in Dreamscape Online, which provided dial-up Internet access to thousands of upstate New York users. As the Internet world has evolved, Dreamscape's current focus is providing dedicated bandwidth, email and hosting services to the Central New York business community.

Northland acquired Gaffney Communications in May 2001, expanding our voice and data solutions to include the Nortel product line.

In 2006 Northland began building its fiber optic network to serve the ever-growing bandwidth needs of the CNY business community. Today that network is over 700 miles in length, spans from Herkimer to Syracuse and is built into over 2000 unique building locations.

In an effort to further develop an end-to-end, single-company telecommunications solution, all business units, with the exception of Oneida County Telephone, standardized under Northland Communications from a marketing perspective in March of 2006.

While the telecommunications world is constantly changing rapidly, there is one thing that has remained the same: Northland's dedication to our customers and providing them with the best end to end solutions through our cutting edge technology. Our team is highly engaged and committed to excellence.

Overview of services Northland is able to provide:

NETWORK SERVICES

- DARK FIBER SERVICES
- ETHERNET SERVICES
- MPLS SERVICE
- SD-WAN
- TDM SERVICES
- BROADBAND FOR BUSINESS
- WIRELESS BACKHAUL
- CLOUD FAX

VOICE

- BUSINESS LINES
- PRI/T1 PHONE SERVICE
- DID/COMBO TRUNKS
- SIP TRUNKING

Northland COMMUNICATIONS

CLOUD SERVICES

- COLOCATION SERVICES
- VIRTUAL SERVERS
- WEB & EMAIL HOSTING

BUSINESS PHONE SYSTEMS

- AVAYA PHONE SYSTEMS
- NORTEL PHONE SYSTEMS

CONSTRUCTION AND CABLING

- INSIDE CABLING
- OUTSIDE PLANT

Northland Communications looks forward to the opportunity of working with Oneida County Information Technology Department to provide and support your voice and data services.

Best Regards,

Dan Amado
Strategic Relationship Manager

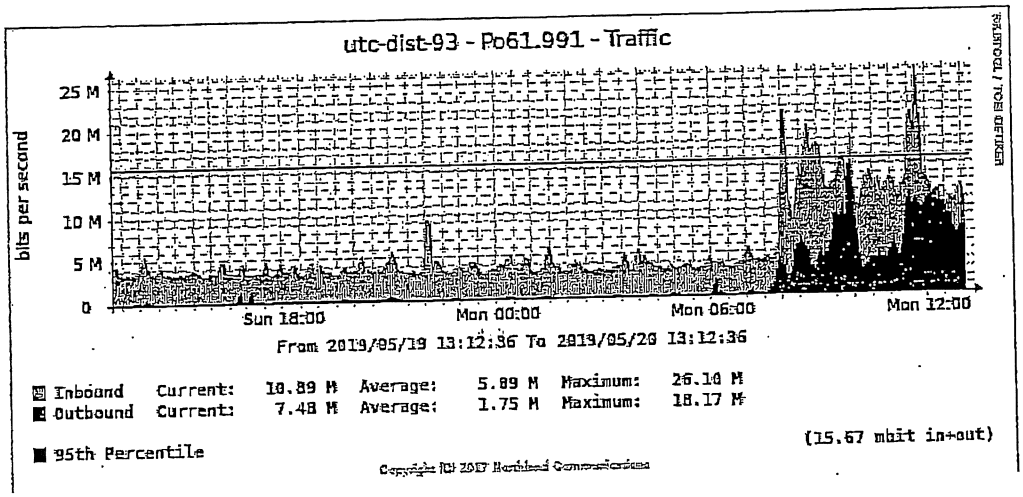
SELF-SERVICE TOOLS

Northland provides our customers with a variety of tools to best manage their account.

Bandwidth Utilization Graphs

View bandwidth graphs of Internet and MPLS services.

http://netmonitor.northland.net/

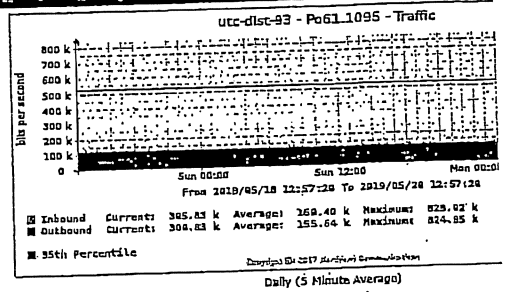


Console Graphs

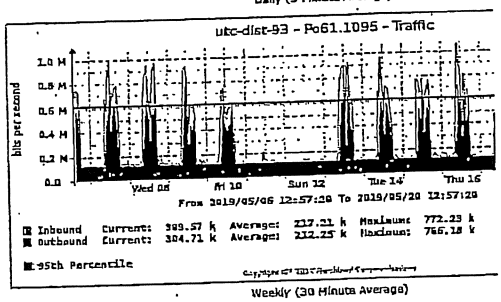
Time Made: 3437945 - County Of Oneida Central Services [illegible] Time Graph View

Viewing Graph 'utc-dist-93 - Po61.1095 - Traffic

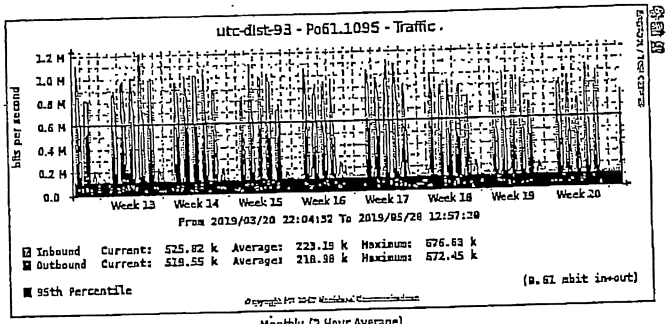
- 3437945 - County Of Oneida Central Services
  - 50015301WDOMI-NF-001-E1 - MPLS IP VPN
  - 50020300WDOMI-NF-001-E1 - MPLS IP VPN
  - 50020300WDOMI-NF-001-E3 - MPLS IP VPN
  - 50131800PARKA-NF-001-E1 - INTERNET
  - 50131800PARKA-NF-001-E2 - MPLS IP VPN
  - 50198406ELIZA-NF-001-E1 - MPLS IP VPN
  - 50199321MAINS-NF-002-E1 - MPLS IP VPN
  - 50283930YORKS-NF-001-E1 - MPLS IP VPN
  - 50382185GENES-NF-001-E2 - MPLS IP VPN
  - 50396120AIRLN-NF-001-E1 - MPLS IP VPN
  - 50396120AIRLN-NF-001-E2 - INTERNET
  - 503926000AIRP-NF-0001-E1 - MPLS IP VPN
  - 50131800PARKA-NF-001-E3 - MPLS IP VPN



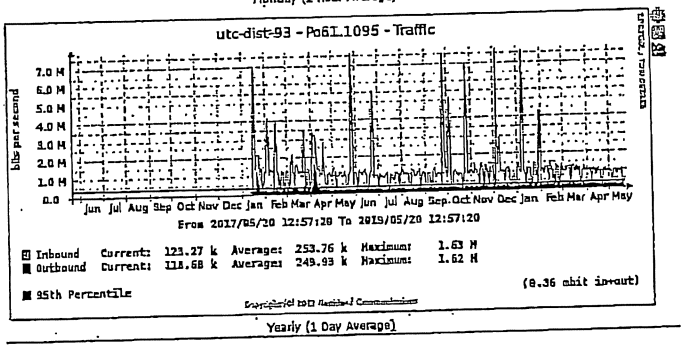
Daily (5 Minute Average)



Weekly (30 Minute Average)



Monthly (2 Hour Average)



Yearly (1 Day Average)

PRICING

Northland Communications proposes the below pricing based on a 36 month term.

Prices below do not include taxes and surcharges.

Prices below are based on services being provided on Northland fiber; prices may vary if outside carriers are required to deliver service to a location outside Northland's fiber network.

PRI	$200.00
Flat Rate PRI	$250.00
(Local & Domestic LD Included)	
Caller ID Numeric	$0.00
Caller ID Name	$0.00
DID Block 100	$13.67
DID Block 20	$2.73
POTS Line	$11.80
Trunking Service	$11.80
Local Usage Rate	$0.008
LD Rate	$0.020
Toll Free Rate	$0.020
SIP	
SIP Concurrent Call Path	$12.40
(Local & Domestic LD Included)	

Private Network (Point to Point)	
1.5mbps (T1 Based)	$275.00
10mbps	$300.00
20mbps	$325.00
25mbps	$325.00
50mbps	$375.00
75mbps	$400.00
100mbps	$450.00
200mbps	$675.00
500mbps	ICB

*ICB = Individual Case Basis

MPLS	
5mbps	$244.11
10mbps	$347.11
20mbps	$397.11
25mbps	$397.11
30mbps	$397.11
50mbps	$447.11
75mbps	$497.11
100mbps	$522.11
200mbps	$697.11
500mbps	ICB
1gbps	ICB

*ICB = Individual Case Basis

Fiber Internet Access	
10mbps	$200.00
25mbps	$250.00
50mbps	$350.00
75mbps	$425.00
100mbps	$475.00
200mbps	$625.00
500mbps	ICB
1gbps	ICB
2gbps	ICB
5gbps	ICB
10gbps	ICB

*ICB = Individual Case Basis

IP Block Maintenance Fees	
/30 (1 Usable)	$12.95
/29 (5 Usable)	$18.95
/28 (13 Usable)	$29.95
/27 (29 Usable)	$43.95
/26 (61 Usable)	$62.95
/25 (125 Usable)	$87.95
/24 (253 Usable)	$112.95

SD-WAN
Please see SD-Wan Pricing Sheet

Product Name	SD-WAN Product Description	Product Cost
VINO SD-Internet		
SDInternet-25-1YR	VINO SD-Internet Service including 25 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$52.08
SDInternet-25-2YR	VINO SD-Internet Service including 25 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$49.96
SDInternet-25-3YR	VINO SD-Internet Service including 25 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$47.19
SDInternet-50-1YR	VINO SD-Internet Service including 50 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$66.58
SDInternet-50-2YR	VINO SD-Internet Service including 50 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$63.54
SDInternet-50-3YR	VINO SD-Internet Service including 50 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$61.08
SDInternet-100-1YR	VINO SD-Internet Service including 100 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$112.50
SDInternet-100-2YR	VINO SD-Internet Service including 100 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$106.25
SDInternet-100-3YR	VINO SD-Internet Service including 100 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$99.97
SDInternet-200-1YR	VINO SD-Internet Service including 200 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$172.92
SDInternet-200-2YR	VINO SD-Internet Service including 200 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$163.54
SDInternet-200-3YR	VINO SD-Internet Service including 200 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$155.53

Product Name	SD-WAN Product Description	Product Cost
SDInternet-300-1YR	VINO SD-Internet Service including 300 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$235.42
SDInternet-300-2YR	VINO SD-Internet Service including 300 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$224.96
SDInternet-300-3YR	VINO SD-Internet Service including 300 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$212.50
SDInternet-500-1YR	VINO SD-Internet Service including 500 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$420.83
SDInternet-500-2YR	VINO SD-Internet Service including 500 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$401.04
SDInternet-500-3YR	VINO SD-Internet Service including 500 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$380.53
SDInternet-1000-1YR	VINO SD-Internet Service including 1 Gbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$787.50
SDInternet-1000-2YR	VINO SD-Internet Service including 1 Gbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$746.88
SDInternet-1000-3YR	VINO SD-Internet Service including 1 Gbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address. Upgrade to VINO SD-WAN for $99 + applicable license fee uplift at any time.	$708.31
VINO SD-WAN		
SDWAN-25-1YR	VINO SD-WAN Service including 25 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$60.83
SDWAN-25-2YR	VINO SD-WAN Service including 25 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$58.29
SDWAN-25-3YR	VINO SD-WAN Service including 25 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$55.53
SDWAN-50-1YR	VINO SD-WAN Service including 50 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$79.17
SDWAN-50-2YR	VINO SD-WAN Service including 50 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$76.04

Product Name	SD-WAN Product Description	Product Cost
SDWAN-50-3YR	VINO SD-WAN Service including 50 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$72.08
SDWAN-100-1YR	VINO SD-WAN Service including 100 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$131.25
SDWAN-100-2YR	VINO SD-WAN Service including 100 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$124.96
SDWAN-100-3YR	VINO SD-WAN Service including 100 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$118.06
SDWAN-200-1YR	VINO SD-WAN Service including 200 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$206.25
SDWAN-200-2YR	VINO SD-WAN Service including 200 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$195.79
SDWAN-200-3YR	VINO SD-WAN Service including 200 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$186.08
SDWAN-300-1YR	VINO SD-WAN Service including 300 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$285.42
SDWAN-300-2YR	VINO SD-WAN Service including 300 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$271.88
SDWAN-300-3YR	VINO SD-WAN Service including 300 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$258.31
SDWAN-500-1YR	VINO SD-WAN Service including 500 Mbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$499.92
SDWAN-500-2YR	VINO SD-WAN Service including 500 Mbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$479.13
SDWAN-500-3YR	VINO SD-WAN Service including 500 Mbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$452.75
SDWAN-1000-1YR	VINO SD-WAN Service including 1 Gbps bandwidth license applicable appliance and activation fees - 1-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$897.92
SDWAN-1000-2YR	VINO SD-WAN Service including 1 Gbps bandwidth license applicable appliance and activation fees - 2-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$853.13
SDWAN-1000-3YR	VINO SD-WAN Service including 1 Gbps bandwidth license applicable appliance and activation fees - 3-year prepaid contract. Includes WAN & Internet Optimization, VINO Edge CPE, Activation and 1 Public Static IP address.	$805.53
High Availability Add-ons		
AI-100-HA-1yr	1-Year ARR of ai-100 High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$75.17

Product Name	SD-WAN Product Description	Product Cost
AI-100-HA-2yr	2-Year ARR of ai-100 High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$44.92
AI-100-HA-3yr	3-Year ARR of ai-100 High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$35.75
Ai-400-HA-1yr	1-Year ARR of ai-400 High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$99.92
Ai-400-HA-2yr	2-Year ARR of ai-400 High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$58.25
Ai-400-HA-3yr	3-Year ARR of ai-400 High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$44.08
Ai-600-HA-1yr	1-Year ARR of ai-600 High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$124.92
AI-600-HA-2yr	2-Year ARR of ai-600 High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$69.92
AI-600-HA-3yr	3-Year ARR of ai-600 High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$52.42
AI-9000-DC-HA-1yr	1-Year ARR of ai-9000-DC High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$483.25
AI-9000-DC-HA-2yr	2-Year ARR of ai-9000-DC High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$249.92
AI-9000-DC-HA-3yr	3-Year ARR of ai-9000-DC High Availability, includes Four Netgear GS108Tv2 switches to enable Active-Active and Active-Passive configurations. CPE Redundancy Setup & Activation and CPE Redundancy License - Active / Active or Active/Passive Solution, Includes 1 IP Address.	$174.92
Netgear Switch Hardware	Netgear GS108Tv2 Smart-Switch w/TELoIP Configuration	N/A
Additional Public IP Addresses		
IP Address Block - /28	(13 Useable, 16 Allocated)	$79.95
IP Address Block - /29	(5 Useable, 8 Allocated)	$39.95
IP Address Block - /30	IP Address Block - /30 (2 Useable, 4 Allocated)	$18.95

Product Name	SD-WAN Product Description	Product Cost
IP Address Block - /31	IP Address Block - /31 (2 Useable, 2 Allocated)	$12.95
IP Address Single - /32	IP Address Single - /32	$9.95
Rack Mount Hardware Kits		
Rack-Mount Kit for AI-400/AI-600	19" Rack-Mount Ears for Ai-400 and Ai-600 CPE's	N/A

Northland COMMUNICATIONS

Syracuse, NY

Holland Patent, NY

SIGNATURE PAGE

This response document is respectfully submitted by:

Company:	Northland Networks, LTD dba Northland Communications
Federal Employer ID:	16 1188181
Authorized Official:	Heather Kirkland, Chief Financial Officer
Signature:	Heather Kirkland
Date:	May 21, 2019
Business Address:	PO Box 419 9560 Main Street Holland Patent, NY 13354
Strategic Relationship Manager:	Dan Amado 315-624-2084 damado@northland.net

BROADBAND FOR BUSINESS

High Speed Business Internet Solutions

Northland provides high-performance Internet bandwidth for businesses. We have the capabilities to maintain powerful, secure networks that allow you to focus on your work rather than Internet speeds.

Carrier Grade Broadband for Business

Unlike consumer-grade broadband, Northland offers connections that are fast in both directions – upload and download speeds are the same. This is important for productivity as businesses often upload large files, perform backups or other functions that require both upload and download speeds.

Small Business Internet Solutions

Northland has the flexibility and capabilities to serve any business – from carriers to local businesses. We've developed small business internet solutions for companies in Central New

Business Broadband Reliability

Northland maintains multiple upstream backbone connections to different Tier 1 providers. This provides our customers with several alternative connections through the internet. Northland's network core is also fully redundant with no single point of failure, ensuring continuous service.

Simple Installation and Management

The process is simple. Our expert engineers will discuss your requirements, survey your location and develop a plan to easily transition over to a Northland broadband connection. We'll test and ensure that your connection is installed properly. We'll provide you with a web-based portal that will let you monitor your bandwidth usage, so you'll always know if you have what you need.

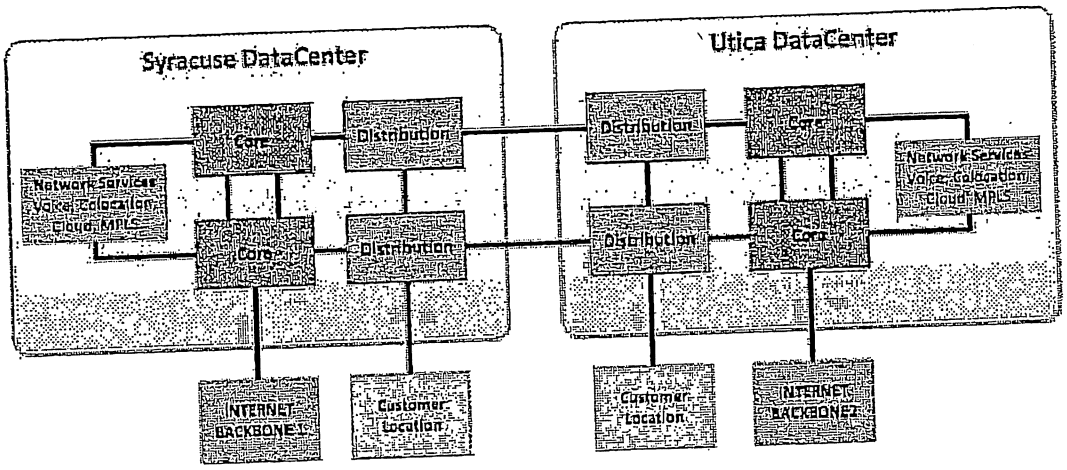
Detailed Technical Features

- Large Capacity Public Internet IPv4/IPv6 Routing
- Full BPG4/6 Peering
- 10G+ Internet Bandwidth from Multiple Upstream Providers
- DNS registration and primary/secondary hosting
- Web-based utilization graphs for measuring usage
- Backed by Service Level Agreement
  - 99.999% uptime guarantee
  - .05% Packet Loss
  - 45ms Network Latency
  - 2ms Jitter

CORE NETWORK

Reliable systems that monitor every aspect of the data center

Northland's voice and data network possesses extraordinary capabilities that are reliable, flexible and secure. Our customers enjoy having local management – meaning our employees are fully aware and vested in their clients' accounts. Northland not only has the network capable to run your business, but also has your back. Our voice and data network is the foundation of our relationship with our customers. Without it, everything else is irrelevant.



Data	Voice
– Large Capacity Public Internet IPv4/IPv6 Routing – Full BPG4/6 Peering – MPLS IP/VPN Routing for Multi-Site WAN – 10G+ Internet Bandwidth from Multiple Upstream Providers – VOIP/QoS Capable – MEF Compliant Carrier Ethernet Services – Virtualized Redundant Cloud Computing Platform	– Local PSTN Call Termination – Long Distance and 800 Termination – T1 PRI and CAS – DS3, OC3, OC48 interfaces – SIP Trunking over Ethernet

Reliability Features

System Backup

Should any single component in a redundant system fail or if an entire redundant system fails, there is an identical active redundant system that can take over instantly.

Two Separate Upstream Connections

We maintain two separate upstream internet backbone connections with different providers that are completely diverse from each other. One in Syracuse and one in Utica. Should either provider fail, all internet traffic is almost instantly rerouted through the other provider.

Two Diverse Power Connections

Each redundant system is separately powered by two diverse power connections. The source of the power is provided by multiple large onsite batteries. In the event of a power outage, the battery will provide uninterrupted power for several hours until either our generators take over or power is restored. We maintain and regularly test multiple truck mounted generators.

Hot-Swappable Components

Should any single component fail, we have a full stock of spare components that are hot-swappable – meaning they can be replaced while the system is operable.

Multiple Air-Cooling Systems

We have multiple air cooling systems in each data center that back each other up. This allows us to take one system offline for maintenance when we need to or continue to provide adequate cooling if one system fails.

24/7 Monitoring & Response

Our telemetry systems continually monitor every aspect of the datacenter including the status of all devices and their components, power status, environmental conditions, water sensing and security. Our staff is notified and respond 24/7 to any event outside of normal conditions.

Emergency Notification System

Should there be any event that limits our communication with customers, we maintain an emergency notification system that provides updates to customers through Email, a website that is external to our network or through backup telephone connections that we can switch over. We also maintain a separate internal backup communications system in the event that our internal systems are disrupted.

DARK FIBER SERVICES

Northland Communications offers dark fiber services specifically to telecommunication carriers and large businesses that have high bandwidth needs as well as the ability to manage their own networks. What differentiates us from the rest is that we own and maintain our local fiber network. We recognize how important it is for our customers to have a highly reliable and fast connection so they can do their jobs efficiently without interruption.

Available throughout the Central New York region, we are excited to continue expanding our dark fiber network to keep servicing hundreds of the key business locations including many underserved areas. No matter if you're looking to lease or own, Northland will help customize a dark fiber solution that keeps your customers connected.

Key Features and Benefits of Northland's Dark Fiber Services:

- Northland has extensive experience with every step, from design, to the permit process and through construction and testing
- In many areas, our network follows routes that are diverse from most other providers, especially our route along Route 5 between Syracuse and Utica
- Our experienced service teams are located in Central New York and are committed to the fastest response times possible
- Working with Northland is easy. We pride ourselves on our flexibility to solve problems and our rigorous determination to get it done on time, every time, to your schedule

GOVERNMENT

Telecommunication systems that are secure, reliable, and efficient.

Northland has decades of experience customizing telecommunications services and designs that are affordable. By offering the latest technology, superior products and services, and excellent customer service, Northland is proud to offer the best telecommunication solutions for governments at all levels.

Being a local Central New York company, we are extremely familiar with state government regulations concerning your data and more. Whether your office employs 10 people or 500, Northland has the skills – and the network – to provide a high-performing and safe work environment.

We provide government agencies with complete telecommunication systems that are secure, reliable, and efficient. Information has to be protected online where real cyber threats exist, yet remain accessible to public servants. We have the experience to create a telecommunications plan that addresses all these needs.

Our high-powered fiber network was designed with redundancy to ensure business continuity. This network is backed by an aggressive service level agreement that provides maximum uptime, so your communication both internally and with the public is never interrupted. By bundling services for voice, data, and equipment, these integrated systems efficiently work together and are scalable to address changing needs.

Products and services that increase efficiency

Now more than ever, government officials are held accountable for their actions. They require instant access to information to help serve the public and rely on telecommunications systems to communicate with their constituents. Northland Communications has the products and services to help our government do this more efficiently. Services like our voice and data system that provides a single interface allowing remote access to all your communication components including telephones calls, emails, and faxes.

Added Security

The team at Northland Communications has decades of experience working with governments of all levels and knows the importance of protecting information online. That's why we offer Multi-

Protocol Label Switching (MPLS) communication services that offer a fully managed private data network on top of the same network already used for voice and Internet services. This system ensures that voice and mission-critical data always receives priority on our reliable, secure network.

Reliable and affordable

There is no 9-5 workday when serving the public. We know you need constant access to a fast, secure, reliable telecommunications system. Northland Communication's advanced fiber network is backed by an aggressive service level agreement that provides maximum uptime and is full duplex, meaning bandwidth speeds are the same for upstream and downstream data. Our unparalleled customer service is available 24 hours, seven days a week, 365 days a year should you ever need to call.

With tightening budgets and sometimes limited IT staff available in government, we alleviate the concern for managing your system by constantly monitoring it to make sure it is running efficiently. Our experts will adjust your system once in place after reviewing your usage to ensure you are getting the most for your money.

Northland Communications provides secure, reliable, and affordable solutions for government telecommunications systems

MPLS

For businesses with multiple locations, our MPLS IP/VPN services offer multi-point communication services in the most effective manner available by providing a fully managed private data network on top of the same network already used for voice and Internet communication services. Northland's MPLS IP VPN offering combines the flexible connectivity and scalability of IP-based services with the security, privacy and quality that customers expect.

Businesses ideally suited for MPLS IP/VPN include those that:

+ Transfer private data between multiple locations.
+ Have a need for convergence of private data, voice and Internet bandwidth on the same network involving multiple locations.
+ Currently are using point to point connections.
+ Would like to outsource some or all of the management of their data network.

Features of MPLS IP/VPN services include:

+ Creation of a cost efficient network that consolidates private data, voice communications and Internet bandwidth.
+ Class of Service/QoS features with 4 traffic classes that ensure that real time (voice) and mission critical data always receive priority, providing a more effective use of the network.
+ The potential to eliminate or reduce costly private point to point connections.
+ Secure data connectivity, achieved through proven, standards driven MPLS architecture that meets regulatory requirements and protects your business.
+ Managed and monitored services with rapid technical response ensures business continuity.

POINT TO POINT & ETHERNET SERVICES

At Northland, our fiber network allows us to provide business Ethernet services over fiber to ensure fast and reliable Internet, data, voice and video communications. In other words, our Ethernet services enable support for all of the technologies that keep your business running.

This solution is ideal for both point-to-point and point-to-multipoint connections while supporting multiple technologies from single circuit (data, voice, video.) We can provide the most flexibility when choosing the speeds and features for data connectivity between 2 or more locations. Our business Ethernet over fiber solutions enable our customers to:

- Transmit data faster and with fewer potential fail points
- Ensure data security
- Transmit data over greater distances
- Scale networks up or down to meet their needs

Feature	Benefits
Performance	Practically unlimited bandwidth potential based on the technology the customer selects. Based on standard protocol
Fast Deployment	Depending on location, Northland can establish business Ethernet services in 90 days and sometimes sooner
Reliability	Northland has local construction crews that quickly respond to issues and in many locations can provide multiple paths for redundancy
Local	Northland has been dedicated to serving Central New York businesses since 1905. Our quick response teams are local and ready to help at a moment's notice
Scalable	As your business bandwidth and application needs grow you can increase the availability of bandwidth

SD-WAN

Northland provides an on-site SD-WAN device that sits between your Internet provider(s) and your network. The SD-WAN device continuously adapts to dynamic conditions in order to provide the best possible application performance and reliability.

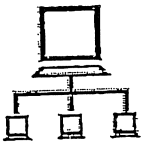
HOW SD-WAN WORKS:

Cloud Based Technology

+ Improve data security
+ Boost reliability and performance for all your private and public cloud applications

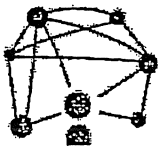
Dynamic Path Selection

+ Chooses the best routes for your applications.
+ Combines multiple Internet connections



End-to-End Encryption

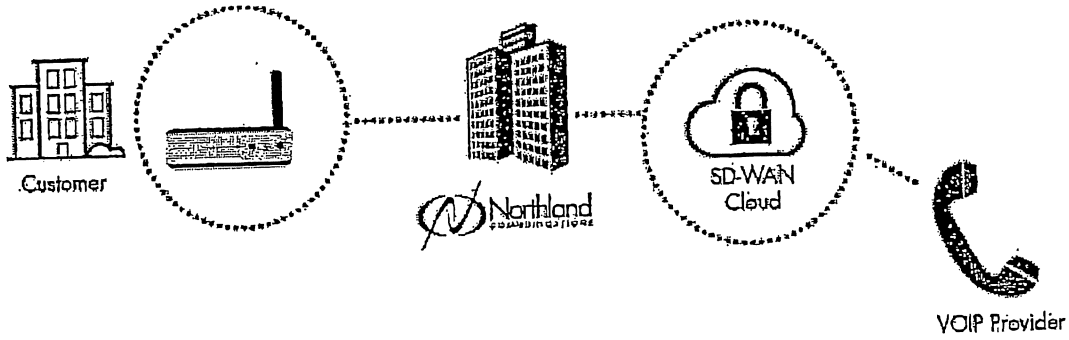
+ Keeps your data private
+ Increase security with built-in encryption capabilities



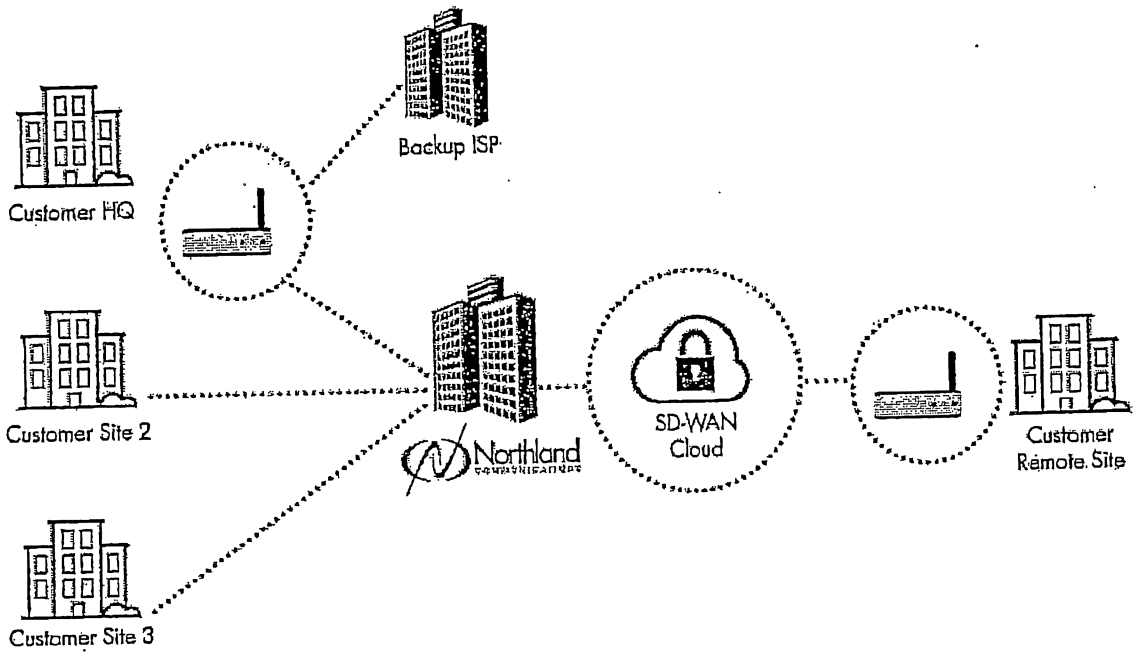
Connections

+ Ability to be Redundant and Diverse
+ Optimizes network connections over the Internet to connect businesses near and far

Northland's SD-WAN runs "on top of" an existing Internet connection(s). Northland will help you determine and purchase the right SD-WAN product with enough bandwidth to handle the traffic you want to route over your SD-WAN solution.



Any size business can benefit from Northland's SD-WAN. A small single-site customer with Internet bandwidth that needs extreme reliability and performance can utilize this technology. Additionally, a large multi-site business can take advantage of our SD-WAN to solve performance issues or connect to smaller locations.



POTS LINES

Our reliable business phone services are recommended for all businesses that value simple communications and require traditional copper telephone lines. Our network uses state-of-the-art fiber optics and easily integrates with other phone systems. Installation and support are provided by local technicians and monitored 24/7 by our local network operations center.

Business Phone Service Features & Benefits

Feature	Benefit
Caller ID	Available with or without name delivery, caller ID lets the end user see who is calling before they answer the call
Call Forwarding	Multiple variations that provide the end user to forward calls
Hunt Groups	Allows calls to "rollover" to available lines to ensure all calls are handled without delay
Voicemail	Continue to be accessible to your customers when you're out of the office

We have been providing telecom services to Central New York since 1905. Our local team of technicians will install and maintain your business line, as well as provide full support whenever needed.

PRI/T1 PHONE SERVICE

Recommended for businesses with sophisticated phone systems, Northland's PRI/T1 phone service provides service to calls through an ISDN interface. This eliminates the need for individually dedicated phone lines and the recurring fees the come with them! Through our dedicated and consolidated digital circuits, we'll provide local dial tone and long distance digital services that:

- Consolidate all local long distance services onto a single circuit to a more cost-effective solution eliminating the need for individual dedicated telephone lines
- Consolidate faxes onto shared circuit
- Provide access to additional functionality via the phone system
- Optional configuration
  - 2-way Inbound/Outbound calling
  - Inbound only
  - Outbound only
  - Dedicated long distance only
  - Dedicated Toll-Free

PRI Phone System / T1 Service Features & Benefits:

Direct Inward Dialing (DID)	Provides ability to have dedicated telephone numbers for users. Total number of telephone numbers can exceed the number of available lines/channels
Caller ID	Available with or without name delivery, caller ID lets the end user see who is calling before they answer the call
Unlimited Calling Plans	Streamlined billing options by providing fixed monthly charges regardless of the additional usage
Fractional ISDN PRI/T1	Receive the same added value features of the ISDN PRI/T1 services without committing to the standard 24 channels
D-Channel Back-up	Provides redundancy for users with multiple ISDN PRI services

Northland has local response teams experienced in servicing T1 Service and PRI phone systems. This eliminates the need for multiple vendors, saving your company money. Our flexible price options also tailor to your business needs – boasting simplistic calling plans and various flat-rate options without compromising quality.

Recommended for businesses with:

- Sophisticated phone systems that can provide advanced features such as Caller ID with Name, unified communications or fax consolidation
- Businesses with the need to provide each employee with direct private numbers

- Businesses with the need to minimize monthly phone service

Technical Info

- ISDN PRI is delivered using a standard T-1 service
- Standard configuration is 24 channels, 23 Bearer (B-Channels) and 1 Data Channel (D-Channel)
- Each Bearer channel has the ability to provide a voice conversation
- Each data channel provides signaling for call set up functions

OTHER VOICE SERVICE OFFERINGS:
(Additional service details available upon request)

- Sip Trunking
- Long Distance
- Toll Free Services
- Caller ID
- PSAP for Voice
- SMS Text and Data
- HA Data Circuits

NETWORK OPERATIONS CENTER (NOC)

Contacting the NOC

- Hours of Operation- 7:00am to 6:00pm Monday-Friday
    - 315-624-2033 Greater Utica Area Customers
    - 1-866-624-2033 Out of Area Customers
    - Email – troubles@northland.net (This email is only monitored during normal business hours)
- After Hours Support - calls will go to Northland's answering service and then the answering service will call out the technician that is on call 24/7; answering service has an escalation process in place that if the technician does not respond in 15 minutes to attempt to contact them again via cell, and home numbers. If no success, they will escalate to NOC manager, attempt the NOC manager in the same manner and then escalate the trouble to the Senior Vice President
    - 315-624-2033 Utica Customers
    - 1-866-624-2033 Out of Area Customers

External Communication

- Customers can call the above contact numbers or email troubles@northland.net (This email is only monitored during normal business hours)
- For an outage issue it is best to call and speak directly with a technician

The NOC Trouble Ticket System

Ccare is Northland's database, developed in-house, for customer documentation as well as trouble ticket system. Northland does not currently do not have web access for customers for an online trouble ticket system.

Northland can supply a web interface for our traffic monitoring tool. The web interface is password protected which would be provided after installation takes place.

Customer Outage Notification

Northland will work directly with customer to establish a customized Disaster Recovery (DR) plan that Northland Technicians can reference for quick and direct customer contact during an outage situation. The NOC monitors a customer's service via network tools and alarms are monitored 24/7. The NOC generates a trouble ticket within the Northland trouble ticket system. The NOC technician that opened the trouble ticket would do a brief trouble analysis to begin to identify where the trouble resides. After the brief analysis, the technician would go to Northland's Ccare database to gather contact information for the

customer. Northland categorizes specific contacts in our system as emergency contacts for outages. Northland would utilize any contact information including work, home, and cell phone numbers. The technician would reach out to the primary emergency contact and if no answer, would leave a message when possible. The technician would continue down through all possible emergency contacts for the customer until direct contact is made. This takes place during Northland's normal business hours as well as after hours by the on call NOC technician

Network Services Escalation List

First Level:
Any Available Technician

Email: noc@northland.net
Phone: 1-866-623-2033 or 315-624-2033

Second Level:
David Stewart - Network Services Supervisor
Email: dstewart@northland.net
Phone: 315-624-2099
Cell: 315-525-0485

Third Level:
Dean Tyczynski - Network Services Manager
Email: dtyczynski@northland.net
Phone: 315-624-2015
Cell: 315-225-7375

Fourth Level:
Brian Healey – Chief Operating Officer
Email: bhealey@northland.net
Phone: 315-624-2222
Cell: 315-525-1646

Fifth Level:
Jim McCarthy - President
Email: jmccarthy@northland.net
Phone: 315-671-6222
Cell: 315-527-6468

Northland Communications

Dedicated Internet, Cloud, Colo and MPLS Services

Service Level Agreement (SLA)

01/08/2019

Introduction

Northland's Service Level Agreement (SLA) specifies minimum service levels measured as Service Availability, Network Latency, Packet Loss and Jitter. This SLA applies to Cloud and Colocation services and Internet and MPLS services delivered over T1, Ethernet, fiber optic facilities and wireless only.

I. Service Availability for Network Connectivity

Service Availability is defined as a customer's ability to exchange IP packets with Northland's network through network components provided or owned by Northland. Service availability is continuously monitored by logging any connectivity status changes on the customer's router. If there is no connectivity for **10 consecutive minutes**, the service is considered to be in a "network outage" situation. If the outage is a result of a failure of any component on Northland's network or customer premise equipment supplied and managed by Northland, Northland will issue a credit based on the length of the outage, subject to the "Eligible Service Credit" and "Service Credit Process" below. Service outages caused by planned maintenance, unauthorized modification of installed hardware, excessive bandwidth use caused by the customer, failure of telco circuits, power failures or failure of any customer premises equipment obtained from a source other than Northland are not covered by this Service Availability Agreement and are not eligible for compensation. Situations where Northland cannot reach the technical contact and/or arrange access to customer premise for repair may also not be eligible for some or all credit. For Northland products that are not supported 24/7, credits may only apply for outages that occur during business hours.

For any outage, Northland will provide 1 day of credit for each complete hour of the outage. A maximum of **15 days** of credit may be provided during any single month. One day's credit is based on 1/30th of the monthly service charge.

Minimum Service Level Guarantee Metric

The following metric describes the minimum percentage of time each month that network connectivity is guaranteed to be available, subject to exclusions above. Should this target not be met, the customer may be eligible for credit as described above.

Service Level Guarantee	Metric
Network Availability	99.999%

II. Service Availability for Cloud Computing Services

Service availability for cloud servers is defined as Northland's ability to provide a fully functional infrastructure that can support a running operating system based on the specifications (RAM, CPU and Disk) purchased by the customer.

Service availability for cloud storage and cloud backup is defined as Northland's ability to provide storage that is operable and readily available to customers over network connections (such as internet or MPLS connections).

Service availability is continuously monitored by logging the operational status of Northland's cloud infrastructure. If the infrastructure that supports the customer's service is inoperable for 10 consecutive minutes, the service is considered to be in an "outage" situation.

Service outages caused by planned maintenance, issues caused by customer's operating system or software applications, excessive bandwidth use caused by the customer or failure of equipment or network connections at the customer's location are not covered by this Service Availability Agreement and are not eligible for compensation.

Northland will provide 1 day of credit for each complete hour of the outage. A maximum of **15 days** of credit may be provided during any single month. One day's credit is based on 1/30th of the monthly service charge.

II. Service Availability for Colocation Services

Service availability for Colocation services is defined as Northland's ability to provide a fully functional infrastructure that provides physical space, electrical power and network connectivity as defined in the customer's service contract.

Service availability is continuously monitored by logging the operational status of Northland's physical infrastructure. If the infrastructure that supports the customer's service is inoperable for 10 consecutive minutes, the service is considered to be in an "outage" situation.

Service outages caused by planned maintenance, issues caused by customer's equipment or software applications, excessive bandwidth use caused by the customer or failure of equipment or network connections at the customer's location are not covered by this Service Availability Agreement and are not eligible for compensation.

Northland will provide 1 day of credit for each complete hour of the outage. A maximum of **15 days** of credit may be provided during any single month. One day's credit is based on 1/30th of the monthly service charge.

III. Network Latency Guarantee

Network Latency refers to the amount of time (Round Trip Time) that it takes for an IP packet to traverse Northland's network backbone. Northland monitors latency at regular intervals and compiles the data into a monthly average. Northland target objective is to maintain the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	45ms
NorthAir Wireless	80ms

Network Latency Credit: In the event that guaranteed network latency measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).

IV. Packet Loss

"Packet Loss" is a measurement of the percentage of packets that are dropped on the Northland network backbone. Northland monitors packet loss at regular intervals and compiles the data into a monthly average. Northland's target objective is to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	.05%
NorthAir Wireless	1%

Packet Loss Credit: In the event that guaranteed packet loss measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge), for each day the measurement is not met.

V. Jitter

"Jitter" is a measurement of packet delay variation between network nodes on the Northland network backbone. Northland monitors jitter at regular intervals using packet tests and compiles the data into a monthly average. Northland's target objective is to maintain the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	2ms
NorthAir Wireless	150ms

Jitter Credit: In the event that jitter loss measurement standards are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge), for each day the measurement is not met

VI. Mean Time to Restore

The mean time to restore (MTTR) measurement is the average time between the start of a service impacting issue and the resolution of the issue.

There are two (2) priority levels of Trouble Ticket severity (Critical and Major).

MTTR objectives for each severity level is:

Severity 1 – Critical	Average within 2 hours
Severity 2 – Major	Average within 4 hours

"Severity 1 – Critical" is defined as a complete outage affecting Customer's Service.
"Severity 2 – Major" is defined as a partial outage or service degradation affecting Customer's Service.

VII. Exclusivity of Remedy

The credits described herein are customer's sole remedy for failure to meet any criteria, standard, measurement, goal, or objective set forth in this Service Level Agreement, regardless of cause. In no event shall the cumulative credits for all missed measurements in any month exceed the payments by Customer for recurring charges in that month.

VIII. Eligible Service Credits

Credits are based on Internet or MPLS bandwidth charges only and only apply to the specific circuit or affected service. This excludes credit for any other fees that might be charged to the customer. This includes, but is not limited to, set-up fees, local loop fees, muxing charges, and fees for additional services such as additional IP addresses, support charges, and other services.

IX. Service Credit Process:

Filing Period

Claims for service availability credits must be submitted within 2 weeks of the event. Network Latency, Jitter and Packet Loss claims must be submitted within 30 days after the last day of the month when service levels are not met.

Claim Process

Customer must submit the required information by electronic mail to:

sla-claims@northlandcom.com

Northland will acknowledge all claims within two business days and will review all claims within ten business days of receipt. Customer will be informed by electronic mail whether the appropriate service credit claim will be granted or rejected. If rejected, the notification will specify the basis for rejection. Customer has the right to contest any rejection of credit issued by Northland.

Required Information

The claim must include the following information:

a. Organization name
b. Administrative Contact's name and contact information
c. Date and beginning/end time of outage or failed metric
d. Brief description of the characteristics of the outage or failed metric.

Credit Process

Approved Service Level Guarantee credits will be applied to the Customer's billing during the billing cycle following the claim approval.

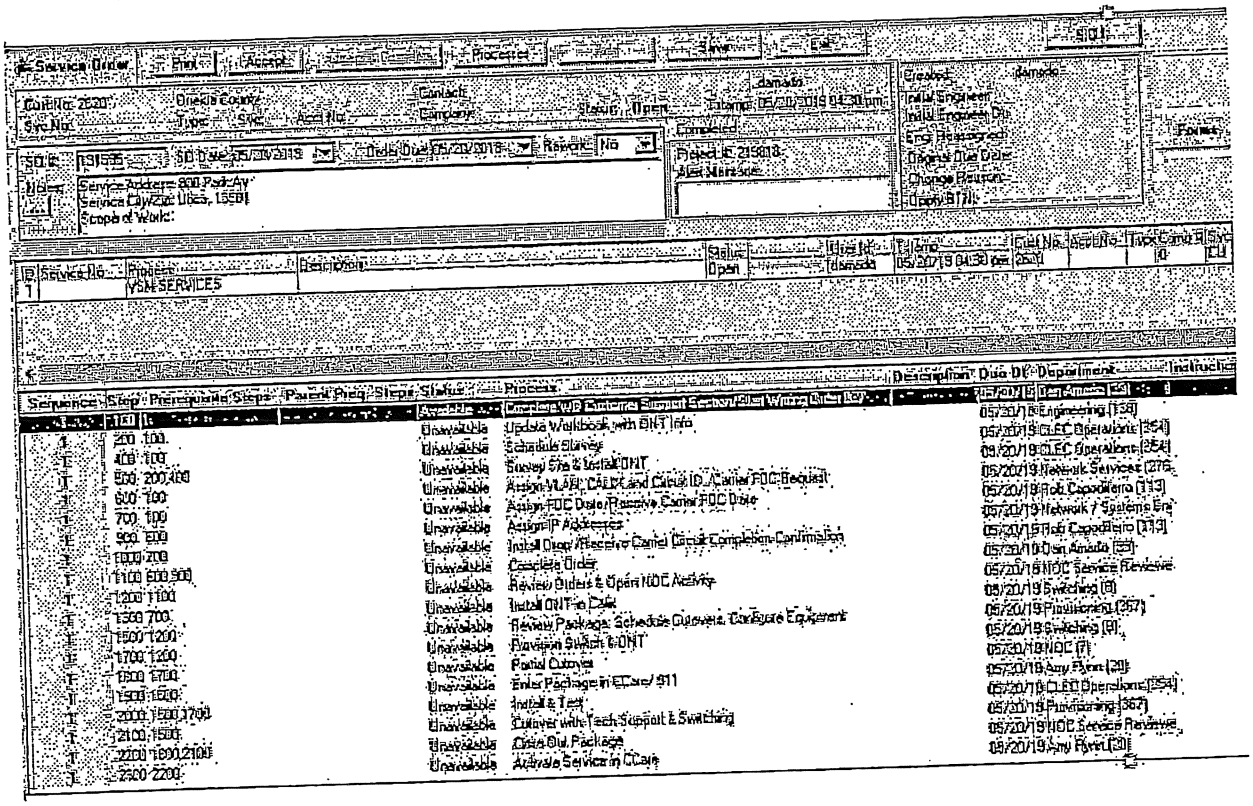
Policy Change

Northland reserves the right to change, amend, or revise this policy at any time.

The Northland Network does not include equipment located at Customer's premises whether or not provided by Northland, telephone circuits or networks between a POP and Customer's location, inactive POPs, or any networks, network equipment, or telephone circuits not owned or controlled by Northland.

PROJECT PLANNING

Northland Communications uses VSM Queues, designed by Northland Software, to integrate steps from various departments and manage projects.



Northland
COMMUNICATIONS

MAJOR FIBER PROJECTS

ONEIDA COUNTY RURAL TELEPHONE, a division of Northland
1993 completed fiber network to serve the community's communication needs

STATEWIDE
During early 2000s Northland constructed several networks for independent telephone companies and municipalities throughout the state

GRIFFISS BUSINESS AND TECHNOLOGY PARK
2005, began serving as the primary fiber infrastructure for communication needs of clients at the Park

ROME MEMORIAL HOSPITAL
2008, Northland had designed, constructed and continues to support a three-site fiber optic wide-area network for Rome Memorial Hospital

UTICA SCHOOL DISTRICT
April 2011, Northland completed construction of a 10 Gigabit Lit Fiber-Based network for Utica Central School District through Madison-Oneida BOCES, the first of many networks serving local school districts

MADISON ONEIDA BOCES MORIC
Starting in 2013 to present, the MORIC Lit Fiber network providing private data connections to component schools has grown to support districts: Central Valley, Frankfort, Utica, Whitesboro, New Hartord, Rome, WS, and Oneida with 50Mbps – 10 Gigabit connections.

UNSPECIFIED (CLASSIFIED) CUSTOMER
2014, Northland built and continues to support a dark fiber network comprised of 4 to 24-strands of fiber per customer location, to over 20 locations spanning 57 miles.
Five locations have completely redundant and diverse connections.

MADISON COUNTY OFFICE PARK
2015, serving the main campus and police department providing voice and internet access and private data connection to co-located servers in Northland's Utica data center.

ROUTE 5 CORRIDOR
2016, serving multiple anchor customers, Northland's fiber network extends from the Utica data center west to Rome, Oneida, Canastota, Chittenango, East Syracuse, to our data center in Syracuse. With this build, Northland created redundant routes both north and south to ensure the resilience and reliability of our core network further.

Northland
COMMUNICATIONS

MAJOR FIBER PROJECTS (CONTINUED)

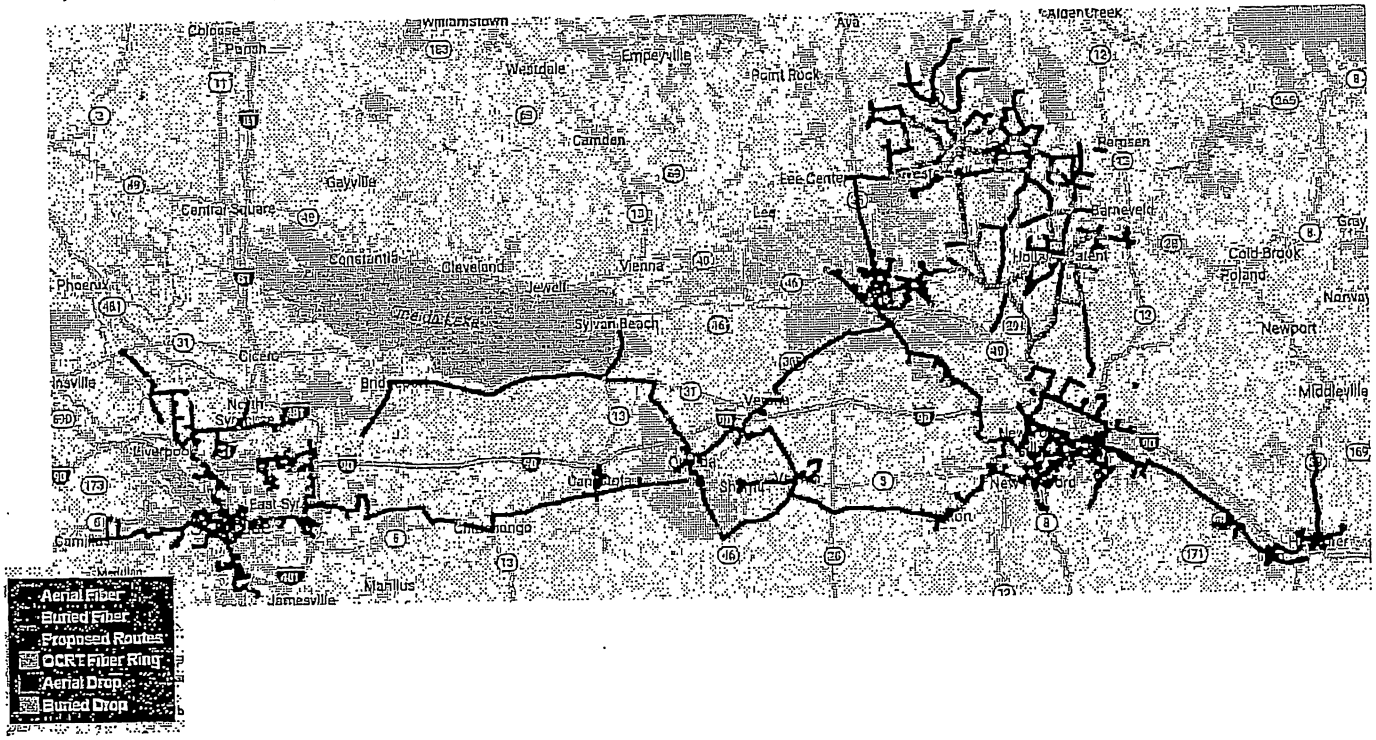
ONEIDA COUNTY AT GRIFFISS TECHNOLOGY PARK
2017 dark fiber infrastructure at Oneida County International Airport to provide data infrastructure for the Drone Operations Center.

GRYPHON SENSORS
2017 lit fiber services for Spring Road, Vernon and Madison County Offices, Wampsville to support flight testing along the corridor.

INDEPENDENT CONSTRUCTION PROJECTS BEGAN IN THE 1970'S.
OTHER CURRENT FIBER PRESENCE SERVING:
CenterState CEO, The Tech Garden, SRC, AX Enterprize

FIBER OPTIC FOOTPRINT

(Most recent map can be viewed at www.northland.net and in the attached Google Earth KMZ file).



Northland
COMMUNICATIONS

KEY PERSONNEL

JIM MCCARTHY, PRESIDENT, is the owner of Northland, a 3rd generation family business. Jim has served as President for eight years, and in operations for 16 years. Jim is experienced with independent telephone company management, independent competitive local exchange carrier, fiber optic and copper deployments, and strategic business planning. Jim's focus on employee development and engagement, as well as Lean Six Sigma practices, continues the legacy of the company started in 1905. Guiding the leadership team in a financially conservative, yet proactive manner, he has positioned Northland to enrich the community with access to reliable broadband services in the Upstate New York footprint. Jim's commitment to the community, stakeholders and employees signifies why partners like doing business with Northland.

BRIAN HEALEY, VICE PRESIDENT OPERATIONS AND SALES, has been with Northland for 23 years. He is responsible for leading and managing the operations department consisting of Outside Plant Construction, Structured Wiring, Field Installation, Network Operation Center, Systems Administration and Sales. Brian manages vendor relationships including Avaya, Metaswitch, toll provider and wholesale relationships. He collaborates with the management team to forecast trends and manage new product development.

HEATHER KIRKLAND, VICE PRESIDENT OF FINANCE, has been with Northland for 18 years. She is responsible for leading and managing the Accounting, Customer Support, Information Technology, and Northland Software Departments in a proactive manner that leverages the resources and unique differentiators of Northland. Guiding financial decisions, she manages budgets, ensures corporate compliance, oversees asset management, and supports new product development initiatives.

THERESA JALOWIEC, DIRECTOR OF HUMAN RESOURCES, has been with Northland for 12 years. She is responsible for maximizing our team members' potential in order to provide the highest level of service to our customers, maximizing our team member engagement. Theresa facilitates all Human Resource policies, programs and practices, including hiring, planning, organizing, developing, implementing, coordinating, communicating, and directing. Theresa also administers employee benefit plans, supervises recruitment and succession planning, and coordinates performance goals and assessments.

MARTHA DOLLEKAMP, DIRECTOR OF CUSTOMER SUPPORT, has been with Northland for 12 years. She manages the customer support team to deliver an exceptional customer experience. Martha collaborates with the software services team to streamline processes as products and services continually evolve. Martha specializes in project management with her keen ability to track complex projects and manage interdepartmental resources.

LANCE CUMMINGS, DIRECTOR OF OUTSIDE PLANT, has been with Northland for 18 years. He is responsible for the construction of the fiber optic network. Lance oversees the construction crew in addition to the surveying, engineering, permitting, documentation and scheduling of the outside plant construction. Lance works with the leadership team to forecast and monitor ROI.

Northland
COMMUNICATIONS

KEY PERSONNEL (CONTINUED)

MATT DWYER, DIRECTOR OF NETWORK ENGINEERING, has been with Northland for 23 years. He is responsible for building Northland's voice and data network in a sustainable, responsible and redundant manner. Matt project manages the deployment of new technology, oversees staff providing upgrades to all CO/Core/POP equipment. He assists the leadership team in budgeting and forecasting new product/service development and manages leasing relationships of POP locations.

TRICIA STICCA, DIRECTOR OF SALES, has been with Northland for 17 years. She is responsible for overseeing the sales team in all markets with the achievement of annual financial targets. Managing the training and marketing staff to enrich the customer experience, Tricia also works with the leadership team to forecast revenue projects and opportunities. While cultivating and managing strategic relationships with third-party sales force/agent channels, Tricia maintains relationships with vendors such as Avaya to ensure continued communication of new products/services.

DEAN TYCZYNSKI , DIRECTOR OF NETWORK SERVICES, has been with Northland for 25 years. He is responsible for the overall management of the Network Operations Center (NOC) which provides all installation and technical support of voice and data deliverables. Dean oversees Network and Systems Engineering, Central Office and Dispatch staff. He partners with outside plant and customer support to fully execute orders. Working with the leadership team to identify areas of growth regarding on-going support and maintenance of the technical support, Dean also teams with the Director of Customer Support to project manage large/complex customer implementations.

STEVE WELLS, DIRECTOR OF OPERATIONS, has been with Northland for 16 years. He is responsible for managing field staff, telecom technicians, structured wiring department, purchasing and engineering staff. Steve oversees installation quality and monitors customer experience, working collaboratively with Network Services and the Customer Support departments to ensure cohesive customer installations and support. He works closely with VP Operations and Sales to develop and implement new products/services.

DAN AMADO, STRATEGIC RELATIONSHIP MANAGER, Dan has been entrusted with providing support to key Northland customers keeping them apprised of technology changes and ensuring that their technology solutions meet and exceed the demands of their industry since 2002. Since 2013, Dan has been responsible for the day-to-day account management and support of all Oneida County services with Northland Communications. Dan's in-depth knowledge of Oneida County's voice and data services positions him to respond promptly with solutions and issue resolution.

PROPOSED MONTHLY STATUS REPORTS

Northland addresses status reports, updates and timelines on a project-by-project basis, customized to the scope and length of the project.

NORTHLAND COMMUNICATIONS
SERVICE AGREEMENT FOR

Effective _____, 2019, Northland Communications and _____ will enter into the following agreement for the period of _____ months. Northland Communications will provide the following list of services at the location(s) listed below.

VOICE/FACILITY SERVICE

Units	Service	Rate	Monthly	Install Charge
	Business Lines - FCC	$ -	$ -	$ -

SAMPLE

Local Usage Rate:	$.000 per minute
Domestic Long Distance Usage Rate:	$.000 per minute
Toll Free Usage Rate:	$.000 per minute

PRIVATE DATA NETWORK

Northland provides tariffed and non-tariffed network facilities. In the event that tariffed facilities are used, the pricing is reflective of tariffed services purchased from another network provider on behalf of _____, plus a monthly access coordination charge for services performed by Northland Communications. In the event of a tariff change by the other network provider, Northland Communications reserves the right to adjust this pricing in accordance with the tariffed rate change.

Service	Monthly	Install Charge
	$ -	$ -
	$ -	$ -

INTERNET

Northland Communications will provide dedicated Internet access using IP routing.

Service	Monthly	Install Charge
Mbps Dedicated Internet	$ -	$ -
	$ -	$ -

E911

Northland Communications is responsible for reporting the physical location of phone numbers to E911 services. For each phone number, Northland's standard policy is to report the location specified on this contract. Should customer implement Voice over Internet Protocol (VoIP) technology on their network and use these phone numbers from locations other than what is specified in this contract, Northland Communications is not liable for erroneous information transmitted to E911 services. Customer acknowledges reading this notification and understands the limitations associated with their VoIP services by initialing below. By initialing below, Customer also acknowledges that they are authorized to represent and make decisions regarding the telecommunications services provided to this account.

Initials _____ Date _____

ORDER INFORMATION

☐ **New Contract**

The terms for the services contained in this contract are effective at such time services are available for customer use.

☐ Yes ☐ No **Schedule A Terms and Conditions**
☐ Yes ☐ No **Internet Installation Process**
☐ Yes ☐ No **IP Justification Form**

☐ **Existing Contract (Addendum)**

Northland Communications will amend the existing agreement dated (LAST AMENDED DATE). All terms and conditions of the original contracted dated (ORIGINAL CONTRACT DATE) will apply. Extend existing contract to: (MONTH/DAY/YEAR)

CANCELLATION OF CIRCUITS

Any private network circuits with Northland or any other provider, require a minimum 30 day written notification to cancel the circuits to the appropriate provider.

Initials _____ Date _____

ADDITIONAL INFORMATION

Pricing is subject to change, without the bundled services of Northland which may include local usage, long distance, dedicated Internet, communications equipment and/or data services.

Additional installation charges may apply for inside wiring beyond the Telco demarcation location.

Taxes and surcharges are not included in the pricing.

Initials _____ Date _____

VENDOR INFORMATION

All vendor related charges are the responsibility of the customer, if required.

Initials _____ Date _____

CUSTOMER AGREEMENT

I agree to the terms and conditions of this Service Agreement.

Customer Name & Title _____

Signature _____ Date _____

Northland Authorized Signature _____ Date _____

NORTHLAND COMMUNICATIONS
STANDARD TERMS AND CONDITIONS

The parties hereby mutually agree as follows:

Incorporation of Tariffs: The services provided pursuant to this Agreement are governed by tariffs filed with and approved by regulatory authorities having jurisdiction over such services, as they may be in effect from time to time, including the Federal Communications Commission and the New York State Public Service Commission. All rates, terms and conditions set forth in such tariffs, shall apply to and govern the provision of service under this Agreement and the relationship of the parties hereto, and such tariffs are specifically incorporated by reference into this Agreement. The rates, terms and conditions of said tariffs shall govern unless specifically superseded by a provision of the Agreement, in which case the rate, term or condition of this Agreement will apply.

Financial Responsibility: Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by Northland Communications (NC) within (30) days of the invoice date, NC may at any time thereafter discontinue service, and/or terminate this Agreement, and/or impose a late charge of one and one-half percent (1 ½%) per month of the balance due, or such lesser maximum charge as permitted by applicable law. NC may, in addition, apply any Customer deposit to the unpaid bill. Customer agrees to pay NC all NC's costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees.

Terms and Conditions for Voice / Facility Services, Private/ Data Network & Internet Services: Customer agrees to follow standard Acceptable Use Policy (AUP) Guidelines (http://www.northland.net/Support/LegalNotices.aspx).

Termination Charges: Should the customer choose to deactivate any service before the end of the contract term, the customer will incur one or both of the cost considerations outlined below:

1. An early termination penalty consisting of the total of any promotional discounts, credits, or waivers identified on page 1 of 2 on this document and additionally, any monthly charges for the remaining months and fraction thereof through the end of the contract term.

2. Upon termination of part of a bundle of services, which may include local usage, long distance, dedicated Internet, communications equipment and/or data services; any remaining service pricing is subject to change for the remainder of the specified term.

Liability of NC: The liability and obligation of the carrier to the Customer may be specifically controlled and limited by such tariff's, which provide that carrier shall have no liability of any nature in the absence of gross negligence or willful misconduct, and that, in any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise, the Customer's exclusive remedy, and the total liability of carrier and/or any supplier of services to carrier, arising out of or in any way connected directly or indirectly, with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, shall be limited to payment by carrier in any amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omission, interruptions, delays, errors or defects in transmission occur. In no event shall carrier and/or any supplier of services be liable to customer for any special, consequential or incidental damages.

General Provisions: Except for the incorporation of terms of tariffs from time to time on file with regulatory authority, there are no terms, conditions or obligations other than those contained herein. There are no written or verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. The carrier makes no warranties or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein. No waiver of any breach of this Agreement will be implied or will be deemed a waiver of any future breach. This Agreement shall in all respects be governed by and construed in accordance with the law of the State of New York, including all matters of construction, performance and validity. If Customer wishes to Assign this Agreement, or any interest herein or part hereof, by operation of law or otherwise, to another party, NC requires a "Change of Responsible Party" agreement to be executed by both Customer and the other party. In the event that any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement which shall be construed as if containing such provision and the rights and obligations of the parties shall be construed and enforced as if a

commercially reasonable provision had been substituted in place thereof, consistent with the undertaking of the parties hereto. Introductory headings used in the Agreement are solely for the convenience of the parties and do not limit the content of the respective paragraphs hereof.

Network Equipment: Provision of NC services to Customer may require the installation of channel banks/data equipment. Unless otherwise contracted in writing by both parties equipment will remain the property of NC. Upon termination of service, the said channel bank/data equipment will be returned to Northand Communications. Should equipment not be returned in working condition (reasonable wear and tear accepted) customer must pay replacement cost.

Customer Proprietary Network Information (CPNI): CPNI is any information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. CPNI also includes information contained in the bills pertaining to the telephone exchange service or telephone toll service received by a customer of a carrier. You have a right and Northland Communications has a duty, under Federal Law, to protect the confidentiality of CPNI.

We may use or share your CPNI information with our affiliates, agents, and contractors solely for the purpose of developing or bringing to your attention any products or services. You have the right to deny our use of your CPNI for these purposes, or to "opt-out". Denying approval for us to use your CPNI will not affect your services. Granting approval will enhance our ability to offer you new products and services tailored to your needs.

Battery Backup Information: If your phone service is provided through our state-of-the-art fiber optic network, it requires electric power to operate. At initial installation, Northland will provide a battery which, when fully charged, will provide up to 6 hours of backup battery power for emergency voice services, including Emergency 911 dialing, depending upon your specific device. Backup time will be shorter for batteries that are more than two years old or if the modem is kept in a hot, cold or dusty environment. For best results, batteries should be stored between 59°F and 77°F. If you require more backup battery power, batteries that have at least 8 hours of backup battery power are available for purchase.

Without backup power, your service will not work in the event of a power outage. This means you will not be able to make or receive calls without a backup power source. To preserve your battery power, please use your voice service only for emergency calls and avoid using Internet services during a power outage. Northland will not provide credits and is not liable for interruptions of service due to power outages.

[redacted] [redacted]

(Signature) (Date)

NORTHLAND COMMUNICATIONS
INTERNET INSTALLATION PROCESS NOTIFICATION

To ensure a successful cutover, it is **CRITICAL** that you are aware that your ***IP Addresses*** will change when you move your internet service to Northland. These addresses are used by devices on your network to communicate with the internet. You may need to plan accordingly to modify certain network devices such as firewalls, routers or computer servers to ensure that there is no loss of service at the time of the cutover.

Items to consider:

- Changing the IP addresses of servers such as Email and Web servers
- Changing the IP/configuration of your network routers or firewalls
- Changing Domain Name DNS records in advance to reflect your new IP addresses. Some of these changes must be made 48 hours or more in advance
- Making changes to your network backup plans
- Ensuring that you have the correct interfaces and configuration to accept Northland's Ethernet or T1 handoff
- Notifying external networks and services that you are using new IP addresses
- Having a qualified IT person or network/data vendor on site to make changes during the cutover
- A plan to disconnect your current provider AFTER the cutover to Northland

Please be advised that Northland is **not** able to make changes to devices on the customer's network at any time including during cutover. In the event that we cannot complete a cutover because changes need to be made on customer owned network devices, we will either abort the cutover or complete what we can at the direction of the customer. Additional charges may apply if Northland needs to return to complete a cutover that could not be completed because the customer is not prepared as agreed through this document.

(Signature) (Date)

PURCHASE ORDER FORMS

Northland Communications issues invoices for services to the customer on the first of every month.

No purchase orders are issued to customers.

Northland Communications
PO BOX 419
Holland Patent NY 13354

www.northland.net

SAMPLE

Customer #: 80
Bill Date: 05/01/2019
Invoice #: 800519

ABC CORPORATION
125 MAIN STREET
NEW HARTFORD, NY 13354

MESSAGE FROM NORTHLAND

Thank you in advance for helping Northland Communications be environmentally responsible.
Sign up for Online Bill Pay and or paperless billing!
Access your account at https://billingservices.northland.net/
Please contact Customer Support with any questions at (800) 499-8421 or by email at customersupport@northland.net.
Thank you for choosing Northland Communications as your telecommunications provider.

BILL SUMMARY — DUE DATE: 05/25/2019

Previous Balance:	
Payments:	
Past Due Balance:	$0.00
Credits:	$0.00
Current Charges:	
Total Due:	$

Access your Northland account online at
www.northland.net

CONTACT US

Billing
1-800-499-8421 / customersupport@northland.net

Repairs
1-866-624-2033 / noc@northland.net

RETURN SECOND PAGE WITH YOUR PAYMENT

RETURN THIS PAGE WITH YOUR PAYMENT

ABC CORPORATION
Customer #: 80

Bill Date: 05/01/2019
Due Date: 05/25/2019

- *To avoid late charges of 1.5 %, remit payment by Due Date indicated.*
- *Make checks payable to* **Northland Communications.** *Please write your customer number on your check.*
- *We also accept Mastercard, Visa, American Express, and Discover. Contact Customer Support at 1-800-499-8421 to make a one time payment or set up recurring credit card payments.*
- *For more information, visit our website at www.northland.net*

NORTHLAND COMMUNICATIONS
PO BOX 419
HOLLAND PATENT NY 13354

Payments Posted Thru: 04/30/2019

Total Due: $0.00

Amount Enclosed $

Summary of Services

	RECURRING CHARGES	ONE TIME CHARGES	USAGE / TOLL	MISC CHARGES	CURRENT CHARGES
Local Service					
(315) 500-3000 / Account #:9008459 / Alarm Lines	0.00	0.00	0.00	0.00	0.00
(315) 500-3001 / Account #:9010467 / Fax Server	0.00	0.00	0.00	0.00	0.00
(315) 500-3002 / Account #:9000661 / PRI Service	0.00	0.00	0.00	0.00	0.00
(315) 500-3003 / Account #:9010317 / Fiber Loop	0.00	0.00	0.00	0.00	0.00
(315) 500-3004 / Account #:9014382 / 25Mbps MPLS	0.00	0.00	0.00	0.00	0.00
(315) 500-0005 / Account #:9014383 / 25Mbps MPLS	0.00	0.00	0.00	0.00	0.00
TOTAL FOR LOCAL SERVICE	0.00	0.00	0.00	0.00	0.00
Internet					
SYGN100322 / Account #:4033227 / 100 x 100Mbps Internet	0.00	0.00	0.00	0.00	0.00
SYGN100475 / Account #:4030493 / Store & Forward E-Mail	0.00	0.00	0.00	0.00	0.00
TOTAL FOR INTERNET	0.00	0.00	0.00	0.00	0.00
Long Distance					
(315) 500-0002/ Account #:3024438 / Alarm Lines	0.00	0.00	0.00	0.00	0.00
(315) 500-0003 / Account #:3000022 / Long Distance	0.00	0.00	0.00	0.00	0.00
(315) 500-0005 / Account #:3009577	0.00	0.00	0.00	0.00	0.00
(315) 500-0007 / Account #:3028205 / Conference Calling	0.00	0.00	0.00	0.00	0.00
TOTAL FOR LONG DISTANCE	0.00	0.00	0.00	0.00	0.00
TOTAL FOR ALL SERVICES	0.00	0.00	0.00	0.00	0.00
				TOTAL PAST DUE	0.00
				CREDITS	0.00
				TOTAL DUE	**0.00**

Recurring Charges Summary

* INDICATES ESSENTIAL FOR BASIC DIAL-TONE SERVICE

DESCRIPTION	QUANTITY	AMOUNT
LOCAL SERVICE		
Facility (315)222-1111 / PRI Service		
* PRI Port Charge	1	0.00
* PRI FCC Charge	1	0.00
Additional Ported/Pointed Number	1	0.00

Recurring Charges Summary

* INDICATES ESSENTIAL FOR BASIC DIAL-TONE SERVICE

DESCRIPTION	QUANTITY	AMOUNT
LOCAL SERVICE		
Facility (315) 222-3344 / PRI service		
Additional Listing	1	0.00
* 911 Charge	16	0.00
Directory Listing	1	0.00
Initial Ported / Pointed Number	2	0.00
* Direct Inward Dial Station	2	0.00
* Direct Inward Dial Station	4	0.00
* PRI	1	0.00
Calling Line Identification, per port	1	0.00
	TOTAL	0.00
Facility (315)573-0001 / Fiber Loop		
Internet (Local Loop)	1	0.00
	TOTAL	0.00
Facility (315)777-0001 / Fax Server		
* Message Business Service	1	0.00
* FCC Line Charge	2	0.00
* Additional Line	1	0.00
* 911 Charge	2	0.00
	TOTAL	0.00
Facility (315) 511-1116 / 25Mbps MPLS		
MPLS Ethernet	1	0.00
MPLS Port Ethernet	1	0.00
MPLS NonTransit Bandwidth	1	0.00
	TOTAL	0.00
Facility (315) 511-1117 / 25Mbps MPLS		
MPLS Port Ethernet	1	0.00
MPLS NonTransit Bandwidth	1	0.00
	TOTAL	0.00
Resale (315) 511-1118 / Alarm lines		
* Message Business Service	1	0.00

Recurring Charges Summary

* INDICATES ESSENTIAL FOR BASIC DIAL-TONE SERVICE

DESCRIPTION		QUANTITY	AMOUNT
LOCAL SERVICE			
Resale	(315) 111-3333 / Alarm Lines		
	NY Universal Service Fund	2	0.00
*	FCC Line Charge	2	0.00
*	Additional Line	1	0.00
*	C8RFG	2	0.00
*	911 Charge	2	0.00
	Network Interface	1	0.00
*	Local Number Portability	2	0.00
	OSS Access Charge	2	0.00
		TOTAL	0.00
		TOTAL FOR LOCAL SERVICE	0.00
INTERNET			
Basic	SYGN100475 / Store & Forward E-Mail (Quarterly Billing)		
	Store & Forward E-Mail	1	0.00
		TOTAL	0.00
Basic	SYGN100322 / 100 x 100Mbps Internet		
	Ded Internet FIBER 100M	1	0.00
	IP Block of 8	1	0.00
		TOTAL	0.00
		TOTAL FOR INTERNET	0.00
LONG DISTANCE			
LD	(315) 222-1111 / (800) 111-2229		
	Toll Free Access Charge	1	0.00
		TOTAL	0.00
LD	(315)222-1112 / Alarm Lines		
	Presubscribed Interexchange Carrier Charge	2	0.00
		TOTAL	0.00
		TOTAL FOR LONG DISTANCE	0.00
		TOTAL FOR ALL SERVICES	0.00

One Time Charges

DESCRIPTION			QTY	CHARGE	FROM	TO
Long Distance						
(315) 111-2201	LD	48351646: Conference AnyTime	1	0.00	03/01/2019	-
	LD	48351646: Conference AnyTime	1	0.00	03/01/2019	-
	LD	48351646: Conference AnyTime	1	0.00	03/01/2019	-
	LD	48376154: Conference AnyTime	1	0.00	03/07/2019	-
	LD	48376154: Conference AnyTime	1	0.00	03/07/2019	-
	LD	48376154: Conference AnyTime	1	0.00	03/07/2019	-
	LD	48395062: Conference AnyTime	1	0.00	03/12/2019	-
	LD	48395062: Conference AnyTime	1	0.00	03/12/2019	-
	LD	48462631: Conference AnyTime	1	0.00	03/27/2019	-
	LD	48462631: Conference AnyTime	1	0.00	03/27/2019	-
	LD	48462631: Conference AnyTime	1	0.00	03/27/2019	-
				TOTAL FOR LONG DISTANCE		0.00
				TOTAL FOR ALL SERVICES		0.00

Usage / Toll

DESCRIPTION		MESSAGES/ MINUTES	AMOUNT
(315)100-2000 Facility - FaxServer			
Initial Messages			
Day		1,315	0.00
Evening		21	0.00
Night		26	0.00
	TOTAL	1,362	0.00
Additional Minutes			
Day		4,037	0.00
Evening		74	0.00
Night		55	0.00
	TOTAL	4,166	0.00
	TOTAL FOR SERVICE	5,528	0.00
(315) 100-2001 Facility - FaxServer			
Initial Messages			
Day		17	0.00
	TOTAL	17	0.00
Additional Minutes			

Usage / Toll

DESCRIPTION	MESSAGES/ MINUTES	AMOUNT
(315)444-2211 Facility / A Fax Server		
Additional Minutes		
Day	30	0.00
TOTAL	30	0.00
TOTAL FOR SERVICE	47	0.00
TOTAL FOR LOCAL SERVICE	5,575	0.00

LONG DISTANCE			
BILL TO NUMBER	MESSAGES	MINUTES	CHARGE
(315) 444-2211	60	90.8	0.00
	902	6,824.9	0.00
	13	45.4	0.00
TOTAL FOR LONG DISTANCE	975	6,961.1	0.00
TOTAL FOR USAGE/TOLL			0.00

Miscellaneous Charges

DESCRIPTION	AMOUNT
Surcharges and Taxes	
Federal Tax	0.00
Sales Tax - School, State and Local	0.00
Intra State Surcharge	0.00
Inter State Surcharge	0.00
TOTAL	0.00
Other Charges	
Universal Service Fund	0.00
Carrier Access Surcharge	0.00
TOTAL	0.00
TOTAL FOR CUSTOMER	0.00

Conference Call Detail

ORDER ID	PARTICIPANT NAME	DATE / TIME		DESCRIPTION	MINUTES	CHARGE
48351646	William Pete	03/01/2019	01:59 PM	Conference AnyTime	20.0	0.00
	PASSCODE PARTICIPANT	03/01/2019	02:00 PM	Conference AnyTime	18.0	0.00

QUOTE

Northland Communications

9560 Main Street
Holland Patent, NY 13354
Phone 315-624-2084 Fax 315-624-2004
damado@northland.net

DATE: SEPTEMBER 21, 2018

SAMPLE

TO: Dean Grant
Oneida County Central Services
800 Park Ave
Utica NY 13501

SALESPERSON	JOB	QUOTE NUMBER	CUSTOMER CONTRACT NUMBER	PAYMENT TERMS	DUE DATE
Dan Amado	Leland Ave - Oneida County Water Pollution Control Plant	OC-51	9538	Due upon invoice	

QTY	ITEM #	STATEMENT OF WORK		ONETIME COST	RECURRING COST
		Northland Communications will build fiber from our existing route on Leland Ave, Utica NY to the Water Pollution Control Plant, 51 Leland Ave, Utica NY. The customer will provide a buried conduit and MH's the entire way from the telephone pole where our fiber is to the pole across from the trailer. They will also continue up the road to the Waste Water plant and run a conduit under the road into the building, then continue to the last pole across the street from the Recycling Center to the last pole.			
		Onetime build cost			
		25mbps MPLS dedicated private network connection			
		Northland Communications will amend the existing Central Services MPLS contract agreement dated October 3, 2016. All terms and conditions of the original contracted dated October 3, 2016 will apply. The current contract expires on November 17, 2019.			

Quotation prepared by: Dan Amado, Strategic Relationship Manager

This is a quotation on the goods named, subject to the conditions noted below: none

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Northland COMMUNICATIONS

COMPANY BACKGROUND

OFFICE LOCATIONS:
1 Dupli Park Drive 5th Floor, Syracuse, NY 13218
9560 Main St., Holland Patent, NY 13354

DATA CENTERS:
258 Genesee Street, Utica, NY 13202
109 South Warren Street, Syracuse, NY
500 S. Salina Street, Syracuse, NY 13205

NUMBER OF EMPLOYEES AT EACH LOCATION:
31 employees - Syracuse
69 employees – Holland Patent

YEARS IN BUSINESS: 112+
Northland Communications has a long, proud history of serving the telecommunications needs of the Central New York Region.

HISTORY:
In 1905, the roots of the Northland Communications group was founded through Oneida County Telephone Company, located in Holland Patent, New York, primarily operating as a local exchange carrier serving approximately 125 square miles of rural Oneida County.

In 1978, the company made its first venture away from traditional telephone service came in when All-Page, a tone and voice paging service, was established.

In 1982, the divestiture of AT&T and the ensuing break-up of the Bell System ushered in an era of deregulation and competition within the telecommunications industry. This new direction towards open competition resulted in the launching of Northland Telephone, a discount long-distance provider.

In 1994, as deregulation continued to create opportunities for regional companies, Northland Networks was formed as a competitive access provider to supply bypass services for private network facilities.

In 1995, Northland acquired controlling interest in Dreamscape Online, which provided dial-up Internet access to thousands of upstate New York users. As the Internet world has evolved, the division that was started as Dreamscape's has evolved to provide dedicated bandwidth, email, MPLS and Cloud services to the Central New York business community.

With the passing of the Telecommunications Act of 1996, Northland Networks established itself as a Competitive Local Exchange Carrier (CLEC) and began providing local dial tone services in both Utica and Syracuse, which has been its primary focus since that time.

Northland COMMUNICATIONS

HISTORY (continued):

In 2001, Northland acquired Gaffney Communications adding the Nortel product line to our bundle of products and services we offer. In December of 2009 Nortel was acquired by Avaya Communications making the combined entity the largest provider of the telecommunications equipment in the world.

In 2005, Northland developed a strategy to provide fiber optic technology to the Central New York business community by investing in its own fiber network. This began with the installation of a network encompassing the entire Griffiss Business and Technology Park in Rome, NY to serve Oneida County operations as well as multiple government contractors and other business entities.

In 2006, to further develop an end-to-end, single-company telecommunications solution, all business units, with the exception of Oneida County Telephone, standardized under Northland Communications from a marketing perspective.

In 2007, due to outdated copper infrastructure and the growing demand for internet and private data access of our larger customers, Northland used both licensed and unlicensed wireless infrastructure to serve high bandwidth customers.

In 2009, Northland became an Avaya Certified Silver Partner, with the dissolution of Nortel. Within the first year, Northland successfully installed over 20 Avaya IP Offices.

In 2011, Responding to market demands, Northland starts to build a fiber optic network in down-town Utica to serve the K-12 and higher education markets. Building upon this construction project, Northland's fiber optic network begins to grow, replacing legacy copper services with an updated infrastructure to all business customers within the greater Utica area.

2013, Northland continues to invest in the build-out of the fiber network to Herkimer and Madison counties, serving business customers in multiple markets.

In 2016 Northland continued to fortify the fiber infrastructure on the Route 5 corridor serving multiple anchor customers, Northland's fiber network extends from the Utica data center west to Rome, Oneida, Canastota, Chittenango, East Syracuse, to our data center in Syracuse.

In 2017 Northland melded the equipment and services offerings into a hosted voice solution named; Business Unlimited. Leveraging our expertise in voice, data and telephone equipment implementations, Business Unlimited enables Northland to provide services outside of our fiber optic footprint using the customers' internet connection as the transport.

Northland
COMMUNICATIONS

CORPORATE PROFILE

Today, 100 people are employed at Northland with locations in Syracuse, Utica and Holland Patent. The privately-held company is led by Jim McCarthy, President and third generation family member of the founders of Northland. The leadership team at Northland has an average tenure of over 15 years with the company, which demonstrates their rich knowledge and experience of the ever-changing landscape of telecom since the early days of deregulation.

COMMUNITY INVOLVEMENT:

We are proud of our community and our employees currently reside on 35 Non-for-Profit Boards and volunteer at over 75 local organizations. Northland and its employees donated significant contributions back into the community last year. Jim McCarthy, President of Northland Communications currently serves on the Mohawk Valley Health Systems Foundation Board, New York State Telecommunications Association Board of Directors, MV EDGE Board of Directors and Centerstate CEO Board of Directors. In the recent past, Jim served as the Board Chair for March of Dimes and served on the Regional Advisory Board for Excellus Blue Cross Blue Shield and the SUNY Polytechnic Foundation Board.

CONTINUOUS IMPROVEMENT:

As a locally owned business, we are constantly striving to streamline and improve our service and communication with our customers and our vendors.

Examples include:

Lean Six Sigma adoption and culture instituted in 2009 with 26 certifications to date Certified project manager

Avaya/Nortel and Cisco certified technicians

Employee Training Needs Identification process instituted in 2009

Work from Home Policy

Established in August 2012, allowing many employees the opportunity to work from home, one day a week. This is an earned privilege and is monitored closely to ensure customers continue to receive immediate and exceptional service. Employees are logged into our Avaya IP Office phone system and metrics are monitored live via our XIMA software. Our employees are using the technology that we sell.

Northland University went live in April 2012. This is an online Learning Management System for all Northland employees. Courses are also available, at no cost, for non-work related – such as Microsoft Office Suite, Leadership, OSHA Safety training, Human Resource classes. This is available for both employees and their family members.

Northland COMMUNICATIONS

CERTIFICATION

All operational staff are certified to install and support IP Office
All engineering staff are certified to design IP Office
All sales staff are certified to sell IP Office
Authorized to sell RadVision video conferencing solutions

AWARDS + ACKNOWLEDGEMENTS

BEST COMPANIES TO WORK FOR IN NEW YORK

In 2012, 2014, 2015 and 2016, Northland was chosen as one of the Top 50 Small - Medium Companies to work for in New York State.

LEAN SIX SIGMA

To date, we employ 25 Green Belts and 1 Black Belt

AVAYA

In 2013, Northland was recognized for Project of the Year at the Avaya Northeast Partner Connect Day for our efforts with a large, multi-site communications solution for a higher educational institution. The project included all products and services that Northland offers.

Since 2013, Northland has been recognized as a Partner in Customer Excellence based on successful customer survey results.

BUSINESS OF THE YEAR

In 2014, Northland was chosen as Business of the Year by CenterState CEO, a regional business leadership organization, chamber of commerce and economic development strategist based in Syracuse, NY.

REFERENCES – VOICE AND DATA

MADISON-ONEIDA REGIONAL INFORMATION CENTER (MORIC)

Eric Nicholas
enicholas@moric.oq
315-361-2441

Services include: 8Gb Internet, 1, 5, and 10Gb private network connections

CITY OF UTICA

Frank M. Mutolo
fmutolo@cityofutica.com
Phone: 315-792-0156

Services include: POTS Lines, PRIs, MPLS, Internet, and Dark Fiber

CNYRIC

Jason Graham
jgraham@cnyric.org
315-708-2229

Services include: POTS lines, PRI's, and connected fiber between buildings on campus

PRACTICE RESOURCE + FAMILY CARE MEDICAL

Erik Cominolli
erikc@prldocs.com
315-459-6300

Practice Resource Services include: POTS Lines, SIP Trunks, and Internet
Family Care Medical Services include: POTS lines, PRI, and 32 site MPLS network

Northland
COMMUNICATIONS

SERVICES OFFERED

Local, Domestic Long Distance and Toll Free (800#) Voice Serivces
Dedicated Internet Services
Private Network – MPLS, Point-to-Point
Lit and Dark Fiber
Cloud Services – Co-location and VPS services
Premise and Cloud-based Unified Communications equipment
Audio and Video Conferencing services
Structured cabling: Indoor and outside plant fiber and copper wiring infrastructure
Custom Fiber Builds
Avaya Silver Partner

Past Nortel Premier Partner since the early 1980s
Adopted Silver Partner status in 2009, upon liquidation of Nortel
Installed base of 250 Avaya IP Offices in the six years of partnership with Avaya
Client base comprised of 1,000+ customers utilizing Avaya/Nortel equipment

INFRASTRUCTURE

TWO METASWITCH SOFTSWITCHES LOCATED IN UTICA AND SYRACUSE:
Providing voice services to business customer base
Nortel DMS-500 providing TDM services for three decades

FIBER INFRASTRUCTURE:
Northland's robust fiber-rich infrastructure is our primary transport to deliver services to our customer base today.

MILES OF FIBER:
670+ miles of fiber throughout Central New York with 1,400+ lit buildings

ACTIVE CLIENTS

1,630 supported out of Utica
1,497 supported out of Syracuse

Exhibit D

QUOTE

Northland Communications

DATE: SEPTEMBER 21, 2018

9560 Main Street
Holland Patent, NY 13354
Phone 315-624-2084 Fax 315-624-2004
damado@northland.net

SAMPLE

TO: Dean Grant
Oneida County Central Services
800 Park Ave
Utica NY 13501

SALESPERSON	JOB	QUOTE NUMBER	CUSTOMER CONTRACT NUMBER	PAYMENT TERMS	DUE DATE
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		Northland Communications will build fiber from our existing route on Leland Ave, Utica NY to the Water Pollution Control Plant, 51 Leland Ave, Utica NY. The customer will provide a buried conduit and MH's the entire way from the telephone pole where our fiber is to the pole across from the trailer. They will also continue up the road to the Waste Water plant and run a conduit under the road into the building, then continue to the last pole across the street from the Recycling Center to the last pole.			
		Onetime build cost			
		25mbps MPLS dedicated private network connection			
		Northland Communications will amend the existing Central Services MPLS contract agreement dated October 3, 2016. All terms and conditions of the original contracted dated October 3, 2016 will apply. The current contract expires on November 17, 2019.			

Quotation prepared by: Dan Amado, Strategic Relationship Manager

This is a quotation on the goods named, subject to the conditions noted below: none

To accept this quotation sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

ADDENDUM –STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

_____

_____

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

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

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

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

When applicable to the services provided pursuant to the Contract:

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

   i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

   ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

   iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

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

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

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

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

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

ANTHONY J. PICENTE JR.
County Executive

CHUCK KLEIN
Director

ONEIDA COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY

Oneida County Office Building ♦ 800 Park Avenue ♦ Utica, NY 13501

January 23, 2023

FN 20 23 - 135

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

GOVERNMENT OPERATIONS

RE: Extension to Cyber Security Agreement

WAYS & MEANS

Dear Mr. Picente,

The Oneida County Department of Information Technology has been working with Anjolen, Inc. for several years on overall Cyber Security initiatives. These initiatives include, but are not limited to, Vulnerability Scanning, Penetration Testing, Social Engineering and Human Vulnerability Testing, Cyber Security Awareness Training, Security Staff Augmentation, Incident Response Retainers, Remediation, Digital Forensics and Virtual Chief Information Officer Consulting, respectively. We are pleased with the relationship that we have built with Anjolen and respectfully request the continuation of this partnership

In 2019, the Information Technology department entered into a contract with Anjolen, Inc. for an initial term of three years with two one-year renewal options. We now seek to exercise the renewal options through the attached extension agreement. The approximate annual cost of the services provided thereunder will be $500,000.00.

I respectfully request your approval of the enclosed extension with Anjolen, Inc. If the enclosed contract does indeed meet with your approval, would you please be so kind as to forward it to the Board of Legislators for consideration at their next meeting.

Respectfully submitted,

Chuck Klein
Director, Information Technology

RECEIVED
APR 04 2023

Encl.

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

Anthony J. Picente, Jr.
County Executive

Date 3-28-23

OC Department: Information Technology

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Anjolen, Inc.
287 Genesee St, Ste 103
Utica, NY 13501

Title of Activity or Service: Cyber Security Support

Proposed Dates of Operation: February 15, 2022 – February 14, 2024
(Represents 2 one-year renewals)

Client Population/Number to be Served: Oneida County

Summary Statements:

1) **Narrative Description of Proposed Services:** Overall support for Cyber Security initiatives including but not limited to Vulnerability Scanning, Social Engineering, Cyber Training, Staff Augmentation, Incident Response and Digital Forensics.

2) **Program/Service Objectives and Outcomes:** Secure and protect County data by providing services to identify and mitigate cyber vulnerabilities. Train County employees so that they have the ability to detect and deflect threats and insecurities.

3) **Program Design and Staffing:** Anjolen will respond on a as needed basis for vulnerability testing and remediation. They will be providing training to all County employees; they will provide incident response as a reaction to any cyber threats detected and they will provide Cyber Security Consultation for the County's IT Department.

Total Funding Requested: $1,000,000.00($500,000.00 annually) **Account#**A16101610.195-000
Oneida County Dept. Funding Recommendation: $1,000,000.00
Proposed Funding Sources (Federal $/ State $/County $): County
Cost Per Client Served: N/A

Past Performance Data: Anjolen has provided comprehensive Cyber Security guidance to the County via the Central Services department for several years. They possess the knowledge and expertise to advise Oneida County on the appropriate measures to take to protect County data and to educate our employees to be aware of Cyber threats both online and around their professional buildings. Several systematic improvements that have been put into place to improve the cyber posture of Oneida County computing. It is our hope to continue to strengthen this posture.

O.C. Department Staff Comments:

Contract No. 16054

Amendment No. 1

Effective Date 2/15/2022

Amendment

This Amendment modifies the Information Technology Master Services Agreement (the "Original Agreement"), entered into on the 15th day of February 2019, between the County of Oneida (the "County"), and Anjolen, Inc., (the "Vendor"), as follows:

1. **Change in Services**: None

2. **First Renewal Term:** The parties shall hereby exercise the first renewal term contemplated by the Original Agreement, which shall thereby be extended from February 15, 2022, through February 14, 2023.

3. **Second Renewal Term:** The parties shall hereby also exercise the second renewal term contemplated by the Original Agreement, which shall further extend the terms of the Original Agreement from February 15, 2023, through February 14, 2024.

All other terms and conditions in the Original Agreement remain unchanged.

COUNTY OF ONEIDA

By: _____
(signature)

Name: **Anthony J. Picente, Jr.**

Title: **Oneida County Executive**

Date: _____

ANJOLEN, INC.

By: _____
(signature)

Name: **Anthony V. Martino**

Title: **Vice President**

Date: March 24, 2023

Approved

_____
Assistant County Attorney

INFORMATION TECHNOLOGY MASTER SERVICES AGREEMENT

This Information Technology Master Services Agreement (the "Agreement") is by and between **ANJOLEN, INC.** a domestic business corporation organized and existing under the laws of the State of New York, whose principal place of business is 85 Taber Rd, New Hartford, New York, 13413, hereinafter called the "Vendor," and **ONEIDA COUNTY**, a municipal corporation existing and organized under the laws of the State of New York, whose principal place of business is 800 Park Avenue, Utica, New York 13501, hereinafter called the "County." This Agreement includes any current or future statement(s) of work (the "SOW") on the form attached hereto as Exhibit "A," and executed by each party, and all such documents are incorporated by this reference.

The Vendor provides information technology Professional Services, as hereinafter defined, related to the **Oneida County Cyber Security Request for Proposals #2018-250,** hereto attached as Exhibit "B." The parties have agreed that the Vendor will provide such Professional Services as the parties may agree, now and pursuant to future SOWs. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. PROFESSIONAL SERVICES.

1.1. Professional Services. The Vendor shall provide to the County the following services, as requested, and as provided for in the Vendor's Proposal, a copy of which is attached hereto as Exhibit "C." Any and all of these services shall hereinafter be referred to, collectively, as the "Professional Services:"

(a) *Service Categories.* The services constituting Professional Services within the meaning of this Agreement shall include, but not be limited to:

i. internal and external penetration testing
ii. remediation
iii. security staff augmentation
iv. incident response
v. Cyber Security Training classes and reporting
vi. Human vulnerability assessment
vii. Virtual Chief Information Officer assistance
viii. Security policy and procedure work
ix. digital forensics examinations

(b) Multiple Vendors. The County reserves the right to utilize as many different vendors as it, in its sole discretion, determines to be necessary for the performance of any individual Professional Service. The Vendor hereby acknowledges that it is aware of this, and it understands and acknowledges that the County is not guaranteeing any minimum number of hours the Vendor will be utilized, nor is the County making any promises as to the exclusivity of the assignment of the Vendor to any Professional Service.

1.2. Provision of Professional Services. The Vendor will provide the services as set forth in each SOW, and the County will provide any assistance and cooperation necessary or convenient

to facilitate the Professional Services called for in any SOW. The process for submission and approval of an SOW is as follows:

(a) *Negotiation.* The Vendor and the County shall negotiate the Professional Services to be completed by the Vendor, based upon the needs of the County.

(b) *Quote & Proposed SOW.* Once the negotiations have been completed, the Vendor shall submit a detailed quote and proposed SOW to the County. The form of the proposed SOW shall conform to that of the aforementioned Exhibit "A," attached hereto. A sample quote has been attached to this Agreement as Exhibit "D." The quote and/or the proposed SOW shall include a detailed description of the materials to be used, the nature of the labor to be provided (along with the rates thereof), and a statement declaring what subcontractors the Vendor intends to utilize in the performance of the work covered by the proposed SOW. If the quote and proposed SOW are unacceptable to the County, for any reason, further negotiations may be conducted.

(c) *Signed SOW & Purchase Order.* If the quote and proposed SOW are acceptable to the County, the County shall execute the SOW, and shall return a signed copy of the SOW to the Vendor along with a purchase order.

(d) *Performance of Work.* Once the signed SOW and purchase order have been received, the Vendor shall begin to perform the Professional Services covered by the SOW. Under no circumstances is any work to be undertaken without a signed SOW. The Vendor agrees and hereby acknowledges that any expenditures or costs incurred by the Vendor prior to their receipt of a signed SOW are undertaken entirely at their sole risk and expense.

(e) *Certificate of Completion.* At the completion of all the Professional Services called for in a signed SOW, the Vendor shall provide the County with a certificate of completion, signed by a representative of the Vendor. A sample of this certificate of completion is attached hereto as Exhibit "E." Once the County has ensured that the work covered by the SOW has been completed to its satisfaction, the County shall also sign the certificate of completion, returning a fully executed copy to the Vendor.

1.3. Deliverables.

(a) *Acceptance & Rejection.* Any software or other deliverable created pursuant to any Professional Services (the "Deliverables") will be considered accepted (the "Acceptance") (a) when the County provides Vendor written notice of acceptance or (b) thirty (30) days after delivery, if the County has not first provided the Vendor with written notice of rejection. The County may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the applicable SOW and only via written notice setting forth the nature of such deviation. In the event of such rejection, the Vendor will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the parties will again follow the acceptance procedures set forth in this Subsection 1.3(a).

(b) *License to Deliverables*. Effective upon Acceptance of each Deliverable, the Vendor grants the County a nonexclusive, fully paid, royalty-free license to reproduce, modify, and use such Deliverable as necessary for the County's internal business purposes, provided the County complies with the restrictions set forth below in Subsection 1.3(c).

(c) *Restrictions on Deliverables Rights*. The County will not distribute, publicly display, publicly perform, or sublicense any Deliverables (including without limitation any derivative work thereof). The Vendor retains ownership of all Deliverables, and the County receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 1.3(b) above.

2. FEES & REIMBURSEMENT.

2.1. Payment. The County will pay Vendor the fees as set forth in each SOW, and shall reimburse such expenses as Vendor reasonably incurs in provision of the Professional Services.

2.2. Vouchers. Such payment shall be made by the County after receipt of vouchers presented by the Vendor on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

3. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one party to this Agreement (the "Discloser") discloses to the other (the "Recipient"): (a) any document the Discloser marks "Confidential"; (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; and (c) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

3.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the Professional Services (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Article 2.1; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably

cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

3.2. Injunction. The Recipient agrees that breach of this Article 2.1 would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

3.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 3.1 above (*Nondisclosure*) will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.

3.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.

3.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *Immunity*. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

4. REPRESENTATIONS & WARRANTIES.

4.1. From Vendor. The Vendor represents and warrants: (a) that all Professional Services will be performed in a professional and workmanlike manner; and (b) that all Deliverables will conform to their specifications set forth in the applicable SOW for a period of three (3) years following Acceptance (as defined in Subsection 1.3(a) above). In the event of a breach of either warranty in this Section 4.1, the Vendor, at its own expense, will promptly re-perform the Professional Services or repair and redeliver the Deliverable in question.

4.2. From Each Party. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its

ability to perform as required by this Agreement.

4.3. Warranty Disclaimers. Except as set forth above in this Article 4, the Vendor PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

5. INDEMNIFICATION.

5.1. From Vendor. The Vendor will defend and indemnify the County and the County's Associates (as defined below in Section 5.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any Deliverable; or (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the Vendor or of any of its agents, subcontractors, or employees. The Vendor's obligations set forth in Subsection 5.1(a) above do not apply to the extent that an Indemnified Claim arises out of: (i) the County's breach of this Agreement; (ii) revisions to the Deliverable made without the Vendor's written consent; (iii) the County's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Vendor offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (iv) the Vendor's design or modification of the Deliverable in compliance with specifications provided by the County; or (v) use of the Deliverable in combination with hardware or software not provided by the Vendor, unless (A) the SOW, or other documentation provided by the Vendor or agreed between the parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination). The Vendor's obligations set forth in Subsection 5.1(b) above do not apply to the extent that an Indemnified Claim arises out of the County's breach of this Agreement.

5.2. From County. The County will indemnify and defend the Vendor and the Vendor's Associates (as defined below in Section 5.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the County or of any of its agents, subcontractors, or employees. Indemnified Claims listed in Subsection 5.2 above include, without limitation: (i) claims by any of the County's employees, contractors, or other users (collectively, "Users"); and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information

or other private information. Indemnified Claims listed above in Section 5.2 do not include any claim that would constitute an Indemnified Claim pursuant to Section 5.1(a) above.

5.3. Litigation & Additional Terms. The obligations of the indemnifying party (the "Indemnitor") pursuant to Section 5.1 or 5.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other contracting party's ("Indemnified Party's") or any of such Indemnified Party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

6. INSURANCE

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

(a) Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

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

(ii) The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

(b) Workers Compensation and Employers Liability: Statutory limits apply.

(c) Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than $2,000,000 each occurrence and $2,000,000 annual aggregate. (An umbrella or excess liability policy may be utilized to attain these PL limits).

(i) The County and any other parties required by the County shall be included as additional insureds. PL coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or

provided to the additional insured(s).

6.2. Waiver of Subrogation: the Vendor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, PL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

6.3. Certificates of Insurance: Prior to the start of any work, the Vendor 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 each of the Vendor's policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

7. LIMITATION OF LIABILITY.

7.1. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

7.2. Exclusions. This Article 6.3 do not apply to: (a) claims pursuant to Article 3 (*Confidential Information*) or Article 5 (*Indemnification*) of this Agreement; or (b) claims for attorneys' fees or other litigation costs the County becomes entitled to recover as a prevailing party in any action.

8. TERM & TERMINATION.

8.1. Term. The term of this Agreement will commence on the date upon which it is executed by both Parties (the "Effective Date"), and continue for an initial term of three (3) years. Up to two (2) renewal terms of one (1) year each will be considered upon the mutual written agreement of the parties.

8.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other party first cures the breach.

8.3. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice. On the date of such termination, County will pay Vendor for those services provided up to the date of such written termination.

8.4. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of County to pay fees incurred before termination; (b) Articles and Sections 1.3(c) (*Restrictions on Deliverables Rights*), 3 (*Confidential Information*), 4.3 (*Warranty Disclaimers*), 5 (*Indemnification*), 6.3 (*Limitation of Liability*), and 10.1 (*Feedback*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

9. INDEPENDENT CONTRACTORS

9.1. It is expressly agreed that the relationship of the Vendor to the County shall be that of an independent contractor. None of the Vendor's officers, agents, directors or employees shall be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Vendor, in accordance with the Vendor's status as an independent contractor, covenants and agrees that none of the Vendor's officers, agents, directors and employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the 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.

9.2. The Vendor warrants and represents 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 Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Contract, and may continue to make its services available to the public.

9.3. None of the Vendor's officers, agents, directors or employees shall be eligible for compensation due to illness, absence due to normal vacation, absence due to attendance at school or special training, or a professional convention or meeting.

9.4. The Vendor acknowledges and agrees that none of its officers, agents, directors or employees shall be eligible for any County employee benefits, including retirement membership credits.

9.5. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsibility for applicable taxes for all compensation paid to the Vendor under this Contract, and for compliance with all applicable labor and employment requirements with respect to the Vendor's form of business organization. With respect to the Vendor's officers, agents, directors and employees, this responsibility shall include 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 Vendor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Contract.

9.6. The Vendor 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.

9.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Vendor's independent contractor status, it is agreed that both the County and the Vendor 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.

9.8. The Vendor agrees to comply with federal and state laws, as supplemented, with the United

States Department of Labor regulations, and any other regulations of any federal and state entities relating to such employment and civil rights requirements.

10. MISCELLANEOUS.

10.1. Feedback. The Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that the County or any user provides to the Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict the Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting the County or the User in question. Notwithstanding the provisions of Article 3 above, Feedback will not be considered Confidential Information, provided that information that the County transmits with Feedback, or is related to Feedback, may be considered Confidential Information. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

10.2. Notices. Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

(a) *For the Vendor*: Anjolen, Inc., 85 Taber Road, New Hartford, NY 13413

(b) *For the County*: Oneida County Central Services, 800 Park Avenue, Utica, NY 13501 ***and***

Oneida County Attorney, 800 Park Avenue, Utica, NY 13501

10.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

10.4. Subcontractors. The Vendor shall not subcontract any work to be performed under this Agreement without the prior written consent of the County, and any permitted subcontractor shall agree, in writing, to be bound by the terms of this Agreement as if it were the Vendor under this Agreement. The Vendor shall be responsible to the County for any failure by any subcontractor to comply with the terms of this Agreement.

10.5. Assignment & Successors. The Vendor may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this Section 10.5, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

10.6. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended

purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.7. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

10.8. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Section 10.8 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

10.9. Conflicts. In the event of any conflict among any of the Exhibits to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; and (2) any SOW, with more recent SOW's taking precedence over later ones.

10.10. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

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

10.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

10.13. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

10.14. 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.

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

10.16. Assignment. No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA

By: _____
(signature)

Name: **Anthony J. Picente, Jr.**

Title: **Oneida County Executive**

Date: 2/21/19

Approved

_____
Robert E. Pronteau
Assistant County Attorney

ANJOLEN, INC.

By: _____
(signature)

Name: **Anthony V. Martino**

Title: **Vice President**

Date: 1/16/2019

EXHIBIT A

STATEMENT OF WORK NUMBER ____

Project Title: _____

This Statement of Work Number ____ (this "SOW") is entered into pursuant to the _____ [date] Information Technology Master Services Agreement (the "Agreement") by and between _____ ("Vendor") and _____ ("County").

This SOW is incorporated into the Agreement. In the event of any conflict with this SOW, the main body of the Agreement will govern. The provisions of this SOW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Vendor will provide the following services: [Insert description of professional services. Include technical specifications for any Deliverables, materials to be used, types of labor to be employed (with the rates therefore), and any subcontractors to be utilized, or include reference to specifications attached to this SOW.]

_____

II. County Cooperation. County will reasonably cooperate with Vendor in the provision of services and will provide the following assistance to Vendor: [Insert description of County responsibilities, or insert "N/A" if not applicable.]

_____

III. Payment. County will pay Vendor as follows: [Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]

_____

IV. Additional Provisions. In addition, the parties agree as follows: [Insert additional terms or "N/A" if not applicable.]

_____

This SOW is effective as of the latest date of execution set forth below.

CUSTOMER	**VENDOR**
By: _____	By: _____
(signature)	(signature)
Name: _____	Name: _____
(print)	(print)
Title: _____	Title: _____
Date: _____	Date: _____

INVITATION TO RFP

Sealed RFPs, subject to the conditions contained herein, will be received by ONEIDA COUNTY CENTRAL SERVICES until 3:00 P.M., local time on ***, 2018:

Oneida County Cyber Security Services

RFP- # 2018-250

Specifications MUST be RECEIVED from Oneida County Central Services, phone AnneMarie Ambrose, Director of Central Services at 315-798-5822 or mail request to Oneida County Central Services, 6th Floor, 800 Park Avenue, Utica, NY 13501, or download from the Oneida County website at http://www.ocgov.net (Public Notice Section.)

Copies of the described RFP may be examined at no expense at the department of Oneida County Central Services.

The return envelope must be clearly marked with the RFP # and addressed to the department of Oneida County Central Services.

The owner reserves the right to reject any or all proposals received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

AnneMarie Ambrose

Director of Central Services

Dated: August 3, 2018

Oneida County Information Technology Systems, Cyber Security Services

RFP – 2018-250

GENERAL INFORMATION

The County of Oneida, New York is seeking a cyber security consultant. The successful bidder shall support County activities to:

- Perform security assessments of existing IT systems, personnel and network infrastructure;
- Plan, design and manage vulnerability remediation projects;
- Plan, design, configure, install and implement IT security systems;
- Conduct cyber security training and awareness campaigns;
- Act as a consultant to the County on matters related to information security and data protection;

The Central Services Department is the primary user of these services. Public Works, Emergency 911, Sheriff's Department and any other County Department requiring the types of services described in this RFP may also utilize the resulting contract to acquire such services.

Oneida County has a staff of in-house IT technicians that perform routine tasks involved in support of desktop, mobile, server & network operations and database applications. The goal of this RFP is to acquire a vendor that can provide advanced cyber security support, surge capacity for large efforts, and unique technical skills not available through the county workforce.

Those tending an offer are required to demonstrate past successful experiences in supporting customers of similar size and nature as Oneida County. The successful vendor will be required to comply with all applicable Oneida County policies; state, federal and local laws and provide evidence of general liability insurance. It is anticipated that a 3- year contract will be awarded with two 1-year renewal options. Oneida County will inform the chosen vendor via email or phone. All other vendors will assume they are not chosen if notification is not provided after one month of the closing date of this RFP.

BACKGROUND

Oneida County operates two primary data centers and several secondary data centers, creating a private cloud environment. County network traffic from more than 30 physical locations in Utica, Rome, Oriskany, Barneveld and Taberg is routed through the County Data Centers for services that may include, but are not necessarily limited to, firewall protection, spam filtering, web filtering, email archiving, network storage and backup.

Network connections link over 30 separate facilities and over 150 mobile data users to the County Data Centers.

Data collected, stored and processed by the County includes personally identifiable information (PII), electronic protected health information (ePHI) and others that may be protected by local, state and federal laws. In addition, the County operates numerous networks and systems that support critical government functions.

SERVICE CATEGORIES

The service categories envisioned are described in the table below:

Categories	Representative Tasking
Vulnerability Assessment	Conducts periodic vulnerability assessments of County systems and physical locations in order to identify security weaknesses. Assessments may be required to comply with HIPAA, NIST or other standards as dictated by the County.
Penetration Testing	Attempts to exploit security weaknesses in order to gain access to County systems or expose sensitive data.
Remediation Projects	Plans, designs and manages projects to remediate vulnerabilities found during vulnerability assessments and penetration testing.

Security Staff Augmentation	Provides staffing for surge capacity to complete large or technically complex security projects.
Cyber Security Training and Awareness	Provides training and awareness campaigns on current cyber security trends, mitigation techniques and other related topics as required. Training may be required in-person or online.
Social Engineering and human vulnerability Testing	Conducts periodic social engineering and human vulnerability testing to identify employees' adherence to cybersecurity policies and best practices. This testing may include but is not limited to phishing, vishing, smishing, and pretexting tactics.
Incident Response Retainer	To provide Oneida County with consulting AND remediation services regarding the containment and management of any potential cyber incident once it has been detected.
Virtual Chief Information Security Officer Consulting	Provides consulting to the County Chief Information Security Officer on matters related to information protection and data security. Assists with the creation of County policy related to cyber security. Provides honest broker consulting related to the specification and purchase of security related software and hardware.
Policy & Procedure Work	Reviews and makes improvement recommendations for County policies and procedures related to cyber security. Creates new policy and/or procedure documentation as necessary.
	This is not meant to be a complete list and could be changed at the discretion of the County.

Oneida County will consider modifications to these categories and additional categories as proposed by bidders. Only categories directly related to County IT Systems and Cyber Security will be considered. All service categories being proposed must be fully described in the proposal including representative tasking demonstrating a clear understanding of anticipated duties.

RATES

Vendors are asked to provide an hourly rate for each service category proposed. Rates may not increase for the first 12 months of the contract. Escalation in rates will be considered for years 2 and 3 as well as for each 1-year option. Any proposed escalation in rates must be provided in writing to the County not later than 90 days prior to the start of each new contract or option year. Minimum service charges and rate premiums are to be identified in the proposal and shall include a detailed description of circumstances that shall cause a premium rate to go into effect.

KEY PERSONNEL

Vendors are asked to identify personnel expected to play a key role on the team supporting Oneida County government. A narrative description of the role each person shall play is to be included. Resumes for key personnel are to be included with the proposal. Education and certifications held by each key person should be clearly identified in their resume. Extensive experience conducting security assessments for government entities or others involved with sensitive data is highly important.

REPORTING

The successful bidder will be expected to provide a monthly summary of hours expended in support of Oneida County. At a minimum the monthly report shall include:

- Identification of each task performed
- Summary of each task performed
- Number of hours billed for each task
- Name of individual completing each task
- Hours remaining in block at the end of the month

Vendors should include a sample format for the monthly report with their proposal.

CONTRACT CONSIDERATIONS

1. Oneida County intends to award a single contract for these services. The contract is anticipated to be for 36 months with two 12 month options.

2. Interested vendors are encouraged to contact AnneMarie Ambrose, Director of Central Services, 315-798-5822, to clarify the requirements of this RFP prior to proposal submission.

3. This RFP and the successful proposal will become attachments to the resulting contract or agreement. Oneida County takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that, all information contained within County contracts is a public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.

4. All proposers are hereby advised that Oneida County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Proposers agree to such activity and release Oneida County from all claims arising from such activity. Proposals will be evaluation based on the County's analysis and ranking of each firm's responses relative to the activities described in this RFP.

5. Scoring Criteria and Weights are as follows:

CRITERIA	MAXIMUM POINTS
a. Experience of key personnel	30
b. Demonstration of understanding	25
c. Strength of references	25
d. Cost	15
e. Previous experience supporting Oneida County	5
	TOTAL 100

ELEMENTS OF PROPOSAL

Organizations interested in providing cyber security services to Oneida County shall submit a proposal that includes:

1. A narrative description your firm's approach to meet Oneida County's cyber security needs as summarized in this RFP. The narrative should include a description of the processes Oneida County shall use to:

    a. obtain labor estimates for special projects

    b. schedule routine maintenance tasks and

    c. obtain support in an emergency

2. Resumes for Key Personnel

3. A complete description of service categories and rates offered as part of your proposal

4. A sample copy of your proposed monthly report

5. A sample copy of your standard cyber security services contract (unsigned)

6. A brief outline of your organization including:

    a. Full legal name and address of the company

    b. Management overview

    c. Year company was established

    d. Current number of employees

7. Three references for organizations that have utilized support services similar in size and scope to those described in this RFP. Please include enterprise name, contact name, telephone number and email address for each.

8. A brief outline of all services currently offered by your organization

9. A description of the geographic reach of your company or organization

ANJOLEN

Securing Your Cyber Future

Response to Oneida County RFP# 2018-250

Prepared for:

AnneMarie Ambrose

09/05/2018

ANJOLEN

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ANJOLEN

About Anjolen

Anjolen Inc. was incorporated in 2013 in Oneida County, NY and currently has offices in Utica, NY. Utilizing intellectual resources from several educational institutions in Central New York, we are a rapidly growing company specializing in cybersecurity services and government research and development.

Built on a combined background of dozens of years securing technology, Anjolen provides expertise in cybersecurity, compliance and cyber forensic services. We understand the challenges faced by government entities and businesses to increase efficiency by integrating technology into daily production. We also recognize that few organizations have the necessary expertise to identify and address risk and cyber threats.

With an emphasis on long-term relationships, Anjolen seeks to work with clients to provide continuous improvement throughout their cybersecurity, information protection and data integrity lifecycles.

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Narrative Description of Approach

As a matter of practice, Anjolen seeks long term relationships and engagements with clients. Our approach prioritizes the areas with the highest vulnerability first and stresses continuous security improvements through all processes.

Oneida County's cyber security begins with a risk and need based analysis of the current state of information protection and data integrity throughout all departments and processes. Realizing that budgets are never limitless and the County is required to spend taxpayer funds in a fiscally responsible manner, Anjolen will propose assessments and tasks that have the highest ratio of benefit to cost.

Many of the tasks required to mitigate and remediate vulnerabilities found during cyber security assessments include the installation and configuration of information technology assets. Anjolen will assist Oneida County in identifying those tasks that can be appropriately done by existing in-house resources and those that must be outsourced. For tasks involving outside vendors, Anjolen will provide sample work tasks and other data that can be used to craft request for proposals (RFPs) and statements of work (SOWs) as necessary. Through the application of our proposed Virtual Chief Information Security Officer service, Anjolen can assist Oneida County throughout the process of evaluating solutions to cyber security needs and ensuring compliance with required standards.

A significant part of any cyber security plan is the maintenance and upkeep of the systems that secure and audit data and network access. Anjolen's proposal addresses these needs by first compiling a comprehensive list of all systems that are critical to the security of Oneida County's information technology assets. This list will then be used to create an annual maintenance plan that addresses assessment, audit and updating needs for all security systems. A long range plan will also be created that will guide Oneida County through the processes of planning for security system obsolescence and replacement.

One of the most critical tests of a cyber security company is their ability to respond to a client's needs in an emergency. Anjolen's proposal includes an incident response retainer that ensures that Oneida County has access to experts that can respond to a cyber incident and help to mitigate and remediate damage as quickly as possible. As part of this retainer, Oneida County will be given direct contact information for at least one owner, one manager and one technician from Anjolen.

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Key Personnel

Anthony Martino, M.S.

Tony Martino is a founder/partner and is currently a vice president of Anjolen. Tony is an expert in digital forensics and serves as the primary Virtual Chief Information Security Officer (VCISO) for clients. Other roles supported by Tony include Project Management, Incident Response Leader, Supervisor of Penetration and Vulnerability Assessments and Manager of Risk Assessments.

Curriculum Vitae

Anthony V. Martino

Address
1600 Burrstone Rd
Utica, N.Y. 13502
315-223-2433
tony@anjolen.com

Anjolen Inc. – Partner and VP
2013-Current
Participating partner with a rapidly growing cybersecurity company. Built on a combined background of dozens of years securing technology, Anjolen provides expertise in cybersecurity, compliance, cyber forensics and research and development services.

Northeast Cybersecurity and Forensics Center at Utica College – Director
2013 – Current
Directs the operation of a public, private and academic collaboration focused on digital forensics and cyber security. The center houses an active computer forensics laboratory that services law enforcement and private clients. Additional divisions devoted to research and development, cyber operations and training are also part of the center's mission.

Department of Homeland Security – Border Enforcement Task Force
2014 – Current
Deputized member of the U.S. DHS border enforcement task force. Specifically involved with the collection and examination of digital evidence in support of DHS operations.

AMRIC Associates - Senior Computer Forensics Examiner
2008 – Current
Performs investigations and digital examinations for corporate, educational and government clients in support of private investigations and civil litigation.

Utica College – Adjunct Instructor
2005 - Current
Course Topics: Criminal Justice, Computer Forensics, Cybersecurity, Economic Crime Investigation, Economic Crime Management
Designed the curriculum for 5 courses currently taught at the BS and MS levels
Director of the Computer Forensics Research & Development Center 2011 – 2013

Utica Police Department - Retired
20 year veteran of the Utica, NY Police Department
Rank of Sergeant
Supervisor of 4 police department units
Conducted approximately 100 digital forensic examinations per year.
Founded the Central New York Computer Crime Coalition and the Central New York Internet

Crimes Against Children Task Force.

U.S. Secret Service – Electronic Crime Task Force
2004 – 2013
Deputized U.S. Marshal as a participant in the United States Secret Service Electronic Crime Task Force.

Education
Utica College, M.S., Economic Crime Management, May 2004
State University of New York at Geneseo, B.A., Communications, May 1992

Certifications
Currently holds a high-level government security clearance.

Publication
Contributing author to the book, "The New Technology of Crime, Law and Social Control" published by Criminal Justice Press in 2007.

Recent Presentations
"Building Anomaly Detection", NY Bankers Association, Tarrytown, NY 5/17/2017
"Securing Government IT Systems", NYS Government IT Directors, Saratoga, NY 5/16/2017
"Digital Forensics in Financial Institutions", NY Bankers Association, Albany, NY 5/11/2016
"Response to Cyber Incidents", Tech Summit, Verona, NY, 6/3/2015
"Pitfalls of the DarkNet", NYS Cyber Security Conference, Albany, NY 6/2/2015
"Digital Investigations in Academia", MASLA Conference, Lake Placid, NY 7/21/2014
"The Future of Digital Forensics" Cyber Research Institute, Rome, NY 7/30/2014
"Insider Cyber Threats", NEXT Conference, Syracuse, NY 11/19/2013
"Incident Response to Cyber Events", FBI InfraGard Conference, Syracuse, NY 11/15/2012
"Managing Cyber Investigations", Oneida County Bar Association, Utica, NY 04/30/2011
"Cyber Incident Response", Public Libraries Association Meeting, Utica, NY 10/26/2011
"Electronic Evidence Collection", Computer Forensics Show, New York, NY 10/19/2010
"Cyber Investigations", Syracuse University, Syracuse, NY 10/30/2009
"Electronic Evidence Collection", ECI Institute Conference, Potomac, MD 10/21/2009
"Emerging Trends in Cybercrime", U.S. Secret Service Conference, RPI, Troy, NY 11/15/2007
"Emerging Trends in Cybercrime", U.S. Attorney's Conference, Lake Placid, NY 9/21/2005
"Law Enforcement in a Wireless World", FBI InfraGard Conference, Buffalo, NY 03/15/2005

Awards and Honors

2008	U.S. Attorney's Office - Wallie Howard, Jr. Award for Excellence in Law Enforcement
2012	The American Legion Post 229 – Award of Commendation for Outstanding Law Enforcement Service
2006	Oneida County Law Enforcement Coalition – Outstanding Service Award

Training – Specific to Computer Crimes Investigation:
Evidence Technician Certification – New York State DCJS
Basic Data Recovery & Analysis – National White Collar Crime Center (NW3C)
Advanced Data Recovery & Analysis NT Systems – NW3C
Advanced Data Recovery & Analysis ILook – NW3C

Basic Computer Crime Investigation – United States Secret Service
Ultimate Toolkit Forensic Bootcamp – Access Data Inc.
Windows Forensics – Access Data Inc.
Cellular Forensics Examiner – Paraben Inc.
Windows Vista Forensics – Access Data Inc.
Cellular Forensics – BK Forensics Inc.
Encase Intermediate Forensics – Guidance Software Inc.
Advanced Forensic Tools – United States Secret Service
Peer to Peer Marshal Forensics – ATC Corp
Peer to Peer Investigations – Internet Crimes Against Children Task Force

Recent Testimony Experience

07/2011	Federal Court NDNY – Peer to peer file sharing analysis expert testimony
08/2011	Federal Court NDNY – Grand jury testimony – computer forensics
08/2011	Jefferson County, NY – Grand jury testimony – computer forensics & child exploitation investigations
03/2012	Jefferson County, NY – Trial testimony computer forensics & child exploitation investigations
02/2012	N.Y. State Education Dept. Hearing – Computer forensics expert testimony
10/2012	Oneida County Court – Trial testimony - Computer forensics and peer to peer file sharing expert testimony
10/2012	Madison County Court – Trial testimony - Computer forensics testimony
12/2013	Federal Court NDNY – Trial testimony – Computer forensics and Usenet testimony
4/2014	Federal Court NDNY – Trial testimony - Computer forensics and peer to peer file sharing expert testimony
10/2014	Herkimer County Court – Trial testimony – Cellular phone forensics
10/2014	State University of New York – Arbitration testimony – computer forensics expert testimony.
1/2015	Oneida County Court – Trial testimony – Cellular phone forensics
11/2015	Oneida County Court - Grand jury testimony – Cellular phone forensics
12/2015	Oneida County Court – Grand jury testimony – Computer forensics
3/2016	Oneida County Court – Trial testimony – Computer forensics
4/2016	Federal Court NDNY – Trial testimony – Computer forensics
4/2017	Oswego County Court – Grand jury testimony – Computer forensics
5/2017	Oneida County Court - Trial testimony - Computer forensics expert testimony

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Michelle Tuttle, M.S.

Michelle Tuttle is Anjolen's Director of Corporate Strategy and Business Development and is the primary liaison to current and prospective clients. Michelle has extensive experience in risk management, particularly in the financial services sector. Other roles supported by Michelle include Virtual Chief Information Security Officer (VCISO), Project Management Leader, Incident Response, Head of Training and Client Relations.

Michelle A. Tuttle
19 Augusta Dr.
New Hartford, New York 13413
Telephone:(315) 525 6233
EMAIL: mtuttle@anjolen.com

CAREER OBJECTIVE:	I am seeking a cyber-intelligence position, which will allow me to be challenged, while bringing my passion for this field to an organization looking to identify and analyze cyber and terrorist threats. My strong cybersecurity, marketing, social media analysis, financial operations, compliance, communications and managerial background combined with my strengths of self-motivation, discipline and organization allow me to effectively handle the demands of a challenging and diversified work environment.
SKILLS:	Strong understanding of social media and Internet marketing principles, financial compliance (including OFAC, AML, BSA, Red Flag Compliance, Safeguard Compliance and Risked Based Pricing); Enterprise Risk Management Experience; Strong understanding of Incident Response, Cybersecurity, Social Engineering, Risk Management, Compliance policies and procedures. Experience in Marketing, Social Media and Social Media Analysis, Public Speaking, Presentations, Employee Development, Mentoring and Coaching, Employee Buy-in Generation, Website Design, Public Relations Writing, Advertising Copy Writing, Project Management, Search Engine Optimization, Adobe Illustrator, Adobe PageMaker, Adobe PhotoShop, Excel, HTML, Macromedia Dreamweaver, Goldmine, Microsoft Office, MS Outlook, InterDev, PowerPoint, Quick Stego, and Visio

PROFESSIONAL EXPERIENCE:

6/16 – Current **Anjolen- Utica, NY**
Director of Corporate Strategy and Business Development

- Project manage client engagements and statements of work for cybersecurity services, including schedules, tasks and final project deliverables
- Develop and implement business development strategies
- Evaluate potential clients' needs and vulnerabilities
- Develop and conduct Cybersecurity training for clients
- Aid in Incident Response services provided to clients
- Develop and oversee client statement of work and bid pricing for client projects
- Conduct risk assessments
- Assist client in cyber compliance including adherence to government regulations
- Develop cybersecurity policies and procedures to meet client needs
- Conduct social engineering testing for clients
- Develop incident response plans for clients
- Devise yearly strategic plans to aid in meeting organizational goals
- Develop and implement all marketing campaigns and materials including Internet marketing and social media
- Establish goals and calculate ROI on all marketing and advertising initiatives
- Represent Anjolen at trade shows, conferences and other events where opportunities exist to increase Anjolen's exposure and develop new client relationships
- Manage existing client relationships

8/14- Current **Northeast Cybersecurity and Forensics Center at Utica College (NCFC)** - Utica, NY
Assistant to the Director

- Oversee NCFC team management including, goals, schedules, policies, compliance and final project deliverables
- Develop, coordinate, and execute strategies to support and expand existing client relationships and attract new clients and business lines
- Evaluate potential clients' needs and vulnerabilities
- Conduct risk assessments
- Assist in Incident Response services provided to clients
- Develop and oversee client statement of work for client projects
- Project manage client projects
- Oversee client's needs and make recommendations
- Assist client in cyber compliance including adherence to government regulations
- Develop Cybersecurity policies and procedures to meet client needs
- Conduct social engineering testing for clients
- Develop Incident Response Plans for clients
- Devise yearly strategic plans to aid in meeting organizational goals
- Create all marketing /advertising campaigns and materials including Internet marketing and social media
- Establish goals and calculate ROI on all marketing and advertising initiatives
- Represent the NCFC at trade shows, conferences and other events where opportunities exist to increase NCFC's exposure and develop new client relationships
- Manage existing client relationships
- Conduct client training sessions and seminars on Cybersecurity best practices, current regulations and compliance

8/14- 16 **Economic Crimes and Cybersecurity Institute at Utica College** - Utica, NY
Marketing and Business Development Liaison

- Devise yearly strategic plan and strategic marketing plan to aid in meeting organizational goals
- Create marketing and advertising campaigns and materials
- Coordinate media buys and advertising
- Manage social media and website
- Establish goals and calculate ROI on all marketing and advertising initiatives
- Represent the NCFC at trade shows, conferences and other events where opportunities exist to increase NCFC's exposure and develop new client relationships
- Manage existing client relationships

11/07- Current **Smart Business Solutions** - New Hartford, New York
President

- Own and manage a successful consulting business focusing on compliance, fraud prevention, and marketing including Identity Theft Prevention, Red Flag Compliance, Safeguard Compliance, Privacy Legislation, OFAC Compliance, HIPPA Compliance, Risked-Based Pricing and Social Media Business Policies
- Present Identity Theft Prevention and Ant-Fraud Workshops at local community colleges, business groups, chambers of commerce, professional organizations and trade groups
- Created and Instructed Cyber Security camp for kids at Mohawk Valley Community College
- Performed as keynote speaker focusing on Identity Theft for local attorneys customer appreciation events
- Established as an Identity Theft expert in local market
- Regular guest speaker on WKTV Newstalk and WKTV news segments focusing on Cyber Crime, Economic Crime and Identity Theft
- Decreased businesses' risk, exposure and potential financial loss due to economic crime, fraud, and cyber-crime

- Increased business profitability by developing policies and procedures; training business's employees and implementing policies and procedures and auditing adherence to the procedures for fraud prevention, economic crime legislation and cyber-crime
- Develop and implement client strategic marketing plans and initiatives to achieve desirable ROI

8/05- 12/07 **AmeriCU Credit Union**- Rome, New York
Marketing Manager

- Led company's marketing team to meet strategic goals and vision
- Managed a staff of six including: a marketing communications specialist, public relations/ media specialist, a research analyst/CRM specialist, product manager and a business development/ member relations manager
- Mentored, developed, and advised marketing staff including assigning and evaluating work; hiring and firing of marketing department employees; developing/editing job descriptions; establishing pay levels and annually reviewing performance to determine pay increases.
- Developed and managed the company's annual Strategic marketing plan for its eight- county footprint
- Acted as interim VP of Marketing and Member Relations during VP's six-month leave
- Managed all marketing activities
- Directed data collection and data mining for target marketing
- Developed and administered annual marketing budget
- Tracked and Calculated ROI of all marketing projects and campaigns
- Increased name/brand recognition over 75% in 24 months
- Increased top of mind awareness over 25% in 24 months
- Elevated company's marketing initiatives to a more sophisticated level to include all mediums; multiple touches and increased frequency
- Generated targeted marketing campaigns to appeal to specific demographic groups including GEN Y and GEN X/Millennials
- Used targeted marketing initiatives to increase GEN Y and GEN X/Millennial members by over 50%
- Developed and managed all public relations materials, marketing campaigns, promotions, incentives, and communication
- Created and implemented branding and awareness building program
- Directed all Branch Merchandising
- Managed all Member Communications
- Developed and directed a successful member recruitment campaign with a 165 % ROI
- Oversaw all Public Relations opportunities
- Conducted comprehensive quarterly market analysis
- Produced detailed annual SWOT analysis
- Researched and created annual Branch and ATM Strategy
- Lead monthly credit union staff meetings for 248 employees including management
- Coordinated Annual Meeting
- Produced scripts for President, COO and Board of Directors for all functions
- Managed all website content
- Directed all event marketing and sponsorships including the K-rockathon, SU Sports Sponsorships, American Heart Run and Walk Sponsorship, new branch grand openings, business partner events, trade shows, and all media events
- Worked with all members of company's cross functional management team to establish buy-in and understanding of all marketing, campaigns, promotions, strategy and goals strategy to ensure effective marketing results.
- Developed an understanding of compliance regulations pertaining to truth in lending and advertising and ensured adherence to such regulations
- Met Marketing key performance indicators (KPIs) and contributed to overall organizational goals by producing well thought out , effective marketing promotions via direct mail pieces, target marketing pieces, radio/TV advertising, posters, newsletters, statement promotions, and Website updates.
- Standardized all outgoing member communications to ensure brand consistency
- Key leader of new Statement Vendor Selection Team

- Oversaw Product Development Team
- Developed marketing portion of company's Business Contingency Plan
- Assisted in implementation of AmeriCU's Mystery Shopping program
- Contributed to implementation of company's employee recognition program
- Developed Underserved Plan to effectively recruit and meet minorities' needs including, Hispanics, Bosnians, Croatians, African Americans and Women.
- Developed marketing portions of community charter application to NYS Banking Department
- Held weekly marketing meetings to promote new marketing projects and generate employee buy-in
- Created new tagline and tag line marketing campaign

8/04- 08/05 **Mountain Media**- Saratoga Springs, New York
Marketing Specialist

- Managed all marketing activities
- Prepared Marketing business plan
- Developed and administered marketing budget
- Calculated ROI of all marketing projects and, campaigns
- Worked directly with sales team to help promote new business
- Identified and continually reevaluated target customer and adjusted marketing strategy to reach them
- Developed and implemented company's advertising campaigns
- Designed all marketing collateral including ads, flyers, mailers and brochures
- Assisted sales staff with responses to RFPs
- Wrote website content for company and other clients
- Analyzed competitors' marketing strategies
- Wrote and distributed press releases
- Developed company branding campaign
- Met with clients regarding their marketing needs
- Created clients' marketing materials, IE press releases, articles, ads, slogans, etc
- Wrote and distributed company and clients' newsletters
- Designed email blasts and website advertisements
- Continually looked for new marketing opportunities
- Prepared trade show materials and attended trade shows
- Held weekly marketing meetings to promote new marketing projects and generate employee buy-in

1/03-08/05 **Center for Financial Training**- Buffalo, New York
Instructor

- Taught college-level banking, marketing and business courses
- Prepared lectures and power-point presentations
- Encouraged open-mindedness to business and financial concepts
- Developed handouts, tests, and study materials

4/01- 11/01 **Dart Communications** -Rome, New York
Marketing Manager

- Prepared product marketing materials for object-oriented software components
- Identified target audience for object-oriented software products
- Wrote press releases for object-oriented software and distributed to wire and editors
- Developed and conducted technical training sessions on object-oriented software and new product releases
- Edited white papers and technical articles about object-oriented software and licensing
- Edited Help files for object-oriented software
- Developed and wrote procedures
- Coordinated new product reviews with trade magazine editors and publishers
- Developed and implemented marketing strategies for object-oriented software
- Analyzed target audience

- Developed yearly marketing plan
- Designed and wrote Web page content
- Developed and published Web page content using HTML and InterDev
- Analyzed Web page statistics to increase web traffic
- Wrote customer correspondence
- Created ads for reseller catalogues
- Designed graphic icons and logos
- Designed and created tradeshow literature
- Researched market trends and wrote analyses
- Produced and edited digital images
- Managed channel marketing

8/00-12/00 **GMAC/ Gallinger Real Estate,** Manlius, New York
Contract Public Relations/Technical Communications Specialist

- Developed execution document for client's marketing material
- Developed recommendations document for client's marketing material
- Produced digital images for client's website
- Organized communication and projects with client's advertising agency
- Analyzed and redesigned client's brochure, fact sheet, and letterhead

8/99-5/00 **The Cornhill Senior Center,** Utica, New York
Contract Public Relations Specialist

- Wrote proposal of marketing recommendations to increase client's exposure
- Developed and designed brochure, poster and advertisement to meet client's public relations goals
- Designed and developed HTML Website based on client criteria

1/89-8/99 **The Bank of New York, Funds Transfer Division,** Oriskany, New York
Assistant Treasurer/Department Head- Funds Management and Control Department (10/98-8/99)

- Managed a staff of 38 employees
- Organized and conducted customer presentations
- Prepared and presented external employment canvassing presentations at job fairs
- Wrote, edited, and approved employee performance evaluations
- Prepared and presented video conference presentations
- Organized and conducted departmental meetings
- Developed and conducted training sessions
- Wrote monthly management reports
- Wrote and implemented company procedures
- Developed and implemented new-hire training program
- Devised and implemented departmental employee recognition motivational program
- Responsible for evening officer closedown responsibilities
- Monitored the bank's overall daily financial position
- Coordinated with the bank's traders during settlement period with the Federal Reserve
- Helped to ensure bank's optimal end-of-day position was met
- Coordinated all end-of–day operational responsibilities within the entire division
- Created departmental team leader program
- Implemented O.J.T. program
- Drafted auditing responses
- Oversaw all daily departmental operational responsibilities

Department Head- ACH/EDI Department (5/98-10/98)

- Managed a staff of 26 employees
- Oversaw all Automated Clearing House and Electronic Data Interchange operational

responsibilities
- Organized and hosted major customer visits and presentations
- Wrote and administered personnel warnings and performance plans
- Wrote departmental monthly management reports
- Developed 1999 departmental budget plan including salary increases
- Developed 1999 strategic plan
- Spearheaded departmental Y2K effort

Section Manager- Europe Inquiries (1995 - 5/98)

- Managed a staff of 28 employees
- Prepared European customer agendas and itineraries
- Developed European customer analyses and surveys
- Wrote and administered employee evaluations
- Interviewed and hired new employees
- Developed and wrote procedures for new system enhancements and products
- Trained managers and staff on new system enhancements and products
- Launched a marketing effort to train European customers on bank's Direct Customer Inquiry System
- Developed and conducted motivation, organization and problem solving workshops to new supervisors

Section Manager- Middle East Inquiries (1993 - 1995)

- Managed a staff of 17 employees
- Prepared Middle Eastern customer agendas and itineraries
- Developed and conducted on the job training for new employees
- Reduced section's overtime cost by 10%
- Improved section's productivity by 12%
- Developed and wrote operational procedures

Production Coordinator- Corporate Funds Control (1991 - 1993)

- Analyzed work flow and proposed recommendations for improvements
- Trained and developed staff
- Organized work schedules
- Wrote departmental procedures

Production Coordinator-Europe Inquiries (1990 - 1991)

- Supervised sixteen employees
- Ensured 99% of customer inquires were resolved same day
- Organized employee assignments and schedules
- Trained and developed staff
- Identified potential bank liabilities

Account Administrator- Europe Inquiries (1989 - 1990)

- Wrote responses to European customer inquires
- Identified customers' problems and needs then recommended solutions

EDUCATION:

- Master of Science in Cybersecurity with a focus on Intelligence
  Capstone on Terrorism Recruitment Using Internet Marketing
  Utica College
  Utica, NY, graduated May 2016, GPA 3.88

- Social Media Strategist Course

National Institute of Social Media through Mohawk Valley Community College
June 2013

- B.S. Professional and Technical Communications with a focus on marketing
  SUNY Institute of Technology Utica/Rome, Utica,
  New York, graduated - May 2001, GPA 3.98

- A.A.S. Business Management, Mohawk Valley Community College,
  Utica, New York, graduated 1986

ACHIEVEMENTS:

- Chaired the Bank of New York's United Way campaign
- Achieved 99% participation rate, raised over $32,000.00
- Wrote and developed all campaign presentation material
- Presented speech on running a successful campaign to United Way executives.

AWARDS:

- Utica Foundation Scholarship for academic achievement
- SUNY Academic Achievement Award
- SUNY President's List for academic achievement
- United Way of Greater Utica Recognition Award

PROFESSIONAL ORGANIZATIONS

- The Rome Chamber of Commerce
- Mohawk Valley Women in Business Network
- Women Ties Professional Group
- ER Hughes, New Hartford PTA & Leatherstocking Regional PTA- Media Relations/Publicity Chairperson

ANJOLEN

Joseph Giordano, M.S.

Joe Giordano is a founder/partner and is currently a vice president of Anjolen. Joe is a cybersecurity expert, particularly in classified environments. Other roles supported by Joe include training curriculum development, Virtual Chief Information Security Officer (VCISO) services and policy and procedure work.

Joseph V. Giordano
85 Taber Road
New Hartford, NY 13413
(315) 733-4818
jgiordano@utica.edu

Employment History

2013-Present:

Partner and VP: Participating partner with a rapidly growing cybersecurity company. Built on a combined background of dozens of years securing technology, Anjolen provides expertise in cybersecurity, compliance, cyber forensics and research and development services.

2008 – Present: Utica College

Professor of Practice and Director, Cybersecurity Programs: Direct all aspects of the cybersecurity undergraduate and graduate programs. Teach undergraduate and graduate courses on cybersecurity and information assurance. Previously served as the director of the Economic Crime Management graduate program for two years.

2010 – 2013: Assured Information Security

Advising Engineer: Responsibilities include research, systems planning, and collaboration on projects pertaining to critical infrastructure protection, cyber forensics and cyber security.

2007 – 2009: ITT (formerly Dolphin Technology, Inc.)

Cyber Security Analyst and Technical Director: Responsibilities included research, systems planning, and collaboration on projects pertaining to critical infrastructure protection, cyber crime, information security, and information assurance. Currently working on projects dealing with rapid computer forensics analysis; intrusion forensics experimentation; and cyber threats related to critical infrastructures, homeland security, globalization, and cyber crime. Program manager for Internal Research and Development (IRAD) efforts addressing early warning of cyber attacks against mission-critical networks and computer forensics.

2007 – 2008: George Mason University, Center for Secure Information Systems

Consultant: Provide expertise and insight on issues related to cyber security, critical infrastructure protection, and homeland security.

2006 – 2014: Syracuse University

Adjunct Faculty, School of Information Studies: Teach graduate and undergraduate courses on information security, critical infrastructure protection, applied information security, and cyber security issues related to homeland security.

2002 – 2008: Utica College

Adjunct Faculty, Economic Crime Management: Teach graduate and undergraduate courses on information security as they relate to threats against the financial and economic sectors.

1981 – 2007: Air Force Research Laboratory, Cyber Operations

Technical Advisor/Computer Scientist: Provided technical guidance for a $100M per year R&D program addressing information assurance, information security, cyber defense, and cyber attack. Developed strategic plans for the R&D program that addressed Air Force and Department of Defense needs/requirements. Chosen as an original member of the Information Warfare Team which created a new R&D area for the United States Air Force. Focus Area Leader for the Cyber Operations technology area from 1999 -2006. The Cyber Operations area achieved a "World Class" rating (2003, 2005) as designated by the United States Air Force Scientific Advisory Board. Technical lead of a Department of Defense R&D team addressing the area of secure database technology. Program manager and lead technologist for the development of a security guard device that operated to provide communication of information across security levels for the United States Transportation Command. Technical point-of-contact for transfer of cyber forensics technology from the Air Force to the Department of Justice and the United States Secret Service.

Education

M.S., Syracuse University, 1986
B.S., Utica College, 1981
A.A, Herkimer County Community College, 1978

Awards

2011 Recipient UC Alumni Outstanding Service Award 2011

2006 Research and Technology Team Award, Cyber Operations

ANJOLEN

Leonard Popyack, PhD

Leonard is a founder/partner and is currently the president of Anjolen. Leonard is a cybersecurity expert, particularly in classified environments. Len also has extensive experience in malware analysis and supports incident response activities for clients.

DR. LEONARD J POPYACK, JR.

3616 State Rt 12B ·Clinton, New York13323 ·315-853-8974home 315-525-2842cell leonard.popyack@gmail.com

HIGHLIGHTS

★Extensive experience in offensive and defensive information assurance research (INFOSEC) including focus areas in active response, steganography and data hiding methods, mobile code protection, data mining, and intrusion forecasting systems. Active in and vulnerability research.

- ★ Malicious code and Steganography detection research.
- ★ Mobile Code and Streaming media vulnerability research.
- ★ Air Force Research Laboratory Information Directorate Basic Research Award (2000)
- ★ Experience in large research programs.
- ★ Key technology research for major DoD programs (Information Warfare, Critical Infrastructure Protection, Joint Strike Fighter and On-Orbit Servicing initiative)
- ★ Past experience with smart sensors, MEMS, digital signal processing and prognostics.
- ★ Navy Undersea and Air Force experience.

PROFESSIONAL EXPERIENCE

PRESIDENT — 2013-PRESENT
Anjolen Inc. — *New*
Hartford, NY

INTERIM EXECUTIVE DIRECTOR — 2013-AUG 2014
Cyber Research Institute, Inc. — *Rome, New York*

Associate Professor — 2011-PRESENT
Utica College — *Utica, New York*

Teaching Cyber Security courses.

Former CO-OWNER, FOUNDER — 2001-2009
Assured Information Security, Inc. — *Rome, New York*

Offensive and defensive information warfare technology R&D. Research focus on Computer Network Attack (CNA) and exploitation (CNE) methods and technology. Select defensive countermeasure research and red-team analysis. Built company employment to approximately 100 Scientists, Engineers, and staff before leaving. Held positions of CEO & President, Executive Vice President, CHIEF SCIENTIST.

RESEARCH DIRECTOR, ADVERSARIAL SCIENCE LABORATORY — 2001-2003
USAF Research Laboratory, Information Directorate. — *Rome, New York*

Lead a team of 17 researchers and developers creating CNA and CNE information warfare technology.

ASSOCIATE RESEARCH PROFESSOR — 2001-2010
Syracuse University — *Syracuse, New York*
Electrical Engineering & Computer Science Department

Information Assurance Basic research in steganography, active response and adversarial science. Teaching technology graduate courses in information security, malicious code, reverse engineering and steganography. Past long-term Government assignment (IPA) as the Director of Research, Air Force Research Laboratory Information Directorate, Adversarial Science Laboratory. Duties include development of offensive as well as defensive information warfare technologies.

SENIOR ELECTRONICS ENGINEER — 1997-2001

Air Force Research Laboratory, Information Directorate *Rome, New York*

Research and developing technology that can be applied in defensive and offensive information warfare systems for information assurance. Research is in specific topics which can be applied in information assurance technology (Active Response Technology, watermarking, steganography, attack detection, and information security system architectures). Current focus is on mobile code protection and streaming data protection mechanisms. Developed predictive data mining algorithms (for intrusion forecasting) which are applied to a variety of problems. Main emphasis was in predicting incipient events using non-parametric data sources. Recent work with multi-agent based systems for data mining and distributed learning.

CORNELL VISITING SCIENTIST 2000-2004
Visiting research scientist at the Information Assurance Institute, Cornell University. Primary focus is on mobile code and active response systems.

ADJUNCT PROFESSOR 2000-2003
1. Syracuse University, Department of Electrical and Computer Eng. *Syracuse, New York*
2. State University of New York, College of Technology *Utica, New York*
3. Utica College *Utica, NY*

Teach undergraduate and graduate courses on Computer and Network Security. Taught INFOSEC courses and workshops Spring, Fall 2000, Fall 01, Summer 02, Fall 02. Course on Mobile Code Security. (03)

ELECTRONICS ENGINEER 1990-1997
Rome Laboratory, *Griffiss Air Force Base, New York*
Electromagnetics and Reliability Directorate

Main emphasis in developing and applying embedded smart sensor technology. Specifically, developed Time Stress Measurement Devices (TSMD-a microelectronics based smart sensor). Designed signal processing systems for TSMD and MEMS based TSMD. Developed numerous algorithms and methods for localizing faults in structures and to perform multi-parameter distributed sensor data analysis.

ELECTRONICS ENGINEER 1989-1990
Rome Air Development Center, Reliability Directorate *Griffiss Air Force Base, New York*

Conducted initial development for the Hybrid Micro TSMD. Performed data analysis of TSMD recorded flight data. Worked with the Weapon System Testability Analyzer Software.

RESEARCH ASSISTANT 1988-1989
SUNY Research Corp. *Binghamton, New York*

Developed hardware and software for a dual Purkinje optical (Infra-Red) eye-tracking machine for use in computer controlled reading and eye movement experiments. Three opto-electrical control loops were used. Wrote all control software in C and assembler.

SOFTWARE ENGINEER 1985-1987
General Electric Co,, Undersea Systems Division *Syracuse, New York*

Developed performance monitoring and fault location firmware for the Trident II Navigation Sonar System II (AN/BQN-25). Developed real-time hydrophone receiver and DSP FIR filter tests. Developed digital system tests (processor, memory, checksum, DMA, and display). Wrote all interrupt drivers. Wrote real-time active and ready mode pinging routines using the real-time VRTX kernel.

EDUCATION AND TRAINING

DOCTOR OF PHILOSOPHY IN ELECTRICAL ENGINEERING — 1998
Binghamton University — *Binghamton, New York*

Dissertation "Advanced Diagnostic Methods in Avionics" focused on algorithms and methods to utilize smart sensor data to perform diagnostics and prognostics on structural and electronic systems with built in test. Developed data mining and discovery mechanisms to work with a large number of variables, discovering the most informative sets, and further using this data in a Bayesian prediction algorithm to forecast outcome given a current set of state variables.

MASTER OF SCIENCE IN ELECTRICAL ENGINEERING — 1989
State University of New York at Binghamton — *Binghamton, New York*

Main research area concentrated on VLSI memory test methods. Thesis "Micro-coded Semiconductor Memory Testing." This research was the basis for patent #5,224,101 issued June 29,1993. Concentration on digital engineering and signal & control systems.

BACHELOR OF SCIENCE IN ELECTRICAL ENGINEERING TECHNOLOGY — 1984
State University of New York College of Technology — *Utica, New York*

ASSOCIATES DEGREES – 1.ELECTRICAL TECHNOLOGY, 2. COMPUTER SCIENCE — 1983,1983
Jamestown Community College — *Jamestown, New York*
SPECIALIZED TRAINING — 1985-1998
US Air Force & General Electric

Specialized training in Digital and Optimal Signal Processing I, II, III, Passive filter design, Infrared System Engineering, Air Force Communications, Fourier and Wavelet Analysis, Reliability Engineering, Acquisition Management, and System Engineering. Certified Acquisition Professional Level 3. A complete list is available upon request.

ADVISORY BOARDS

2006-2009
Binghamton University's Center for Advanced Information Technologies. http://cait.binghamton.edu/cait/index.cgi
This advisory board was focused on information technology with my role focused on cyber security. Non-compete clauses in my sale of AIS forced me to resign my position on this board in 2009.

2008-2009
SUNY College of Technology, Telecommunications Department
This advisory board focused on academic coursework for the colleges department. Non-compete clauses in my sale of AIS forced me to resign my position on this board in 2009.

2009- 2012
Mohawk Valley EDGE board member
This is a business development enterprise. My role as a board member (and former entrepreneur) was to help shed light on what is needed to grow small businesses in this region.

AWARDS, AND PERSONAL INFORMATION

- Jamestown Community College Distinguished Alumnus Award Winner (2005)
- Air Force Research Laboratory Commanders Cup Team Award for wireless information assurance (2002)
- Air Force Research Laboratory Information Directorate Basic Research Award (2000)
- Selected by the Air Force as a finalists for the Harry Brown award for engineering excellence (2001)
- Security Clearance: Top Secret/SCI +Poly
- IEEE Senior Member
- Leader of the Madison-Oneida Amateur Radio Volunteer Examination Team.

PUBLICATIONS

BOOKS

Vladimir Gorodetsky, Leonard J. Popyack, Victor A. Skormin: Computer Network Security, Second International Workshop on Mathematical Methods, Models, and Architectures for Computer Network Security, MMMACNS 2003, St. Petersburg, Russia, September 2123, 2003, Proceedings Springer 2003

Information Assurance in Computer Networks: Methods, Models and Architectures for Network Security, VI Gorodetski, VA Skormin, LJ Popyack, *Lecture Notes in Computer Science series in the volume #2052*, ISBN 3-540-42103-3.

Reliability Toolkit:Commercial Practices Edition, 1995, Published through the Reliability Analysis Center, Rome, NY. Co-authored several chapters.

PAPERS & REPORTS

- J. Bay, H. Dussault, B. Spink, L. Jones, "Report of the Office of the Secretary of Defense Cyber Community of Interest Task Force on Demonstration Programs for Self-Defensible Cyber Systems" with, DoD peer reviewed, US Air Force Limited distribution publication. 55 pages. Feb 2015,

- J. Bay, L. Popyack, Cybersecurity Hard Problems Workshop II: Applications and Future Directions, http://www.cyberri.org/images/CRI-Workshop_II_Final_Report.pdf, August 2014

L. Popyack, "3D Printed Portable Antenna Mount", http://www.thingiverse.com/thing:1080609, Oct 2016

L. Popyack, "Workshop on Cybersecurity Hard Problems" accepted for publication in the CSIAC Journal of Cyber Security & Information Systems, May 2014

Anthony J. Macula, Leonard J. Popyack: A group testing method for finding patterns in data. Discrete Applied Mathematics 144(12): 149157 (2004)

M Sieffert, R Forbes, C Green, L Popyack, T Blake: Stego Intrusion Detection System, Digital Forensic Research Workshop (DFRWS), Baltimore, MD 2004

Vladimir Gorodetsky, Leonard J. Popyack, Victor A. Skormin: Computer Network Security, Second International Workshop on Mathematical Methods, Models, and Architectures for Computer Network Security, MMMACNS 2003, St. Petersburg, Russia, September 2123, 2003, Proceedings Springer 2003

Debany, W.H., Wiedemer, M.M., Popyack, L.J, "On the Detectability of Distributed Steganographic Objects" MILCOM 2002 [November 2002].

V. Gorodetski, L. Popyack, V. Samoilov, "Empirical Exploration of SVDbased Technique for Hidden Communication by Image Steganography Channel" Submitted to the International conference on Information Hiding, [Amsterdam November 2002]

Macula, A. J., Popyack, L. J., "A Group Testing Method for Finding Patterns in Data" Workshop on Discrete Mathematics & Data Mining (DM&DM), Arlington, VA April 13, 2002

V.Gorodetski, V.Skormin, L.Popyack. Reliable Hidden Transmission of Digital Images. IEEE Transactions on Aerospace and Electronic Systems, accepted for publication in 2001.

"The Monitoring, Detection, Interpretation and Response Paradigm for the Security of Battlespace Networks", João B. D. Cabrera, Leonard J. Popyack, Jr., Lundy Lewis, B. Ravichandran, Raman K. Mehra, MILCOM 2001, October 2001.

"ADAM: Detecting Intrusions by Data Mining", D. Barbara, J. Couto, S. Jajodia, L. Popyack, N. Wu, Second Annual IEEE Information Assurance Workshop, West Point NY USA, June 5-6, 2001, pp. 100-105.

Information Assurance in Computer Networks: Methods, Models and Architectures for Network Security, VI Gorodetski, VA Skormin, LJ Popyack, *Lecture Notes in Computer Science series in the volume #2052*, ISBN 3-540-42103-3.

"SVDbased Approach to Transparent Embedding Data into Digital Images", V. Gorodetski, L. Popyack, , V. Samoilov, V. Skormin, Mathematical Methods, Models, and Architectures for Network Security Systems (MMM-ACNS) 2001, St. Petersburg, Russia, May 2001, *Lecture Notes in Computer Science series in the volume #2052* (Eds. V. Gorodetski, L. Popyack, V. Skormin) Springer Verlad, 2001, pp. 263

"BASIS: A Biological Approach to System Information Security", Victor A. Skormin1, Jose G. DelgadoFrias1, Dennis L. McGee1, Joseph V. Giordano, Leonard J. Popyack, Vladimir I. Gorodetski and Alexander O. Tarakanov, Mathematical Methods, Models, and Architectures for Network Security Systems (MMM-ACNS) 2001, St. Petersburg, Russia, May 2001, *Lecture Notes in Computer Science series in the volume #2052* (Eds. V. Gorodetski, L. Popyack, V. Skormin) Springer Verlad, 2001, pp. 127

"Agentbased Model of Computer Network Security System: A Case Study", V. Gorodetrski, , O. Karsayev, A. Khabalov, I. Kotenko, L. Popyack, V. Skormin, Mathematical Methods, Models, and Architectures for Network Security Systems (MMM-ACNS) 2001, St. Petersburg, Russia, May 2001, *Lecture Notes in Computer Science series in the volume #2052* (Eds. V. Gorodetski, L. Popyack, V. Skormin) Springer Verlad, 2001, pp. 39

"Active Response Technology", LJ Popyack, S Taylor. Requested and submitted for review to IEEE Spectrum.

"Active Response Technology", LJ Popyack, S Taylor. MILCOM 2001, October 2001.

"BASIS: A Biological Approach To Systems Information Security", Skormin, VA, Delgado-Frias, JG, McGee D.L., Giordano, JV, Popyack, LJ, Gorodetski, VI. Submitted for review to IEEE Transactions on Computer Networks.

L. Popyack, V. Gorodetski, , V. Skormin. A Technique for Self-embedding of Digital Images. *Sixth International Workshop "Multimedia Information Systems"*

(MIS'2000), October 26-28, 2000, Chicago, USA.

"Distributed Data Fusion System Learning", L. Popyack, V. Gorodetski, V. Skormin, O.Karsaev. Beijing: World Computer Congress2000

"Integrated MultiAgent Information Security System: Mechanisms of Agents' Operation and Learning. L. Popyack,V. Gorodetski I. Kotenko,, V. Skormin.
In Proceedings of the Fifth International Conference on Practical
Application of Intelligent Agent and Multiagent Technology. UK, 2000,
pp.151154. ISBN 1 902426 07 X.

L.Popyack, V. Skormin, V. Gorodetski,,. Singular Value Decomposition Approach to

Digital Image Lossy Compression. *Proceedings of the 4.th World Multiconference on Systems, Cybernetics and Informatics (SCI-2000), vol. V: "Image, Acoustic, Speech and Signal Processing"*, Part 1, pp. 78-83, Orlando, USA, July 2000.

L.J. Popyack, V.I.Gorodetski, I.V.Kotenko, V.A. Skormin, Ontology-based Multi-agent Model of Information Security System, *"Lecture Notes in Artificial Intelligence"*, No. 1711 (Eds: Ning Zhong, A.Skowron, S.Ohsuga), Springer Verlad, 1999, pp. 528-532

"Agentbased Model of Information Security System: Architecture and Framework For Behavior Coordination," Proceedings of The First International Workshop of Central and Eastern Europe on Multiagent Systems (CEEMAS'99), with Vladimir I. Gorodetski, Igor V. Kotenko, Victor A. Skormin, L. Popyack, June 1999.

"Data Mining Technology for Failure Prognostic of Avionics," (Under review) *IEEE Transactions on Aerospace and Electronic Systems*, submitted March 1999.

"Reliability of Avionics and Its "History of Abuse" A Prognostic Technique," *Proceedings of the International Conference on Informatics and Control*, St. Petersburg, June 1997.

"Application of Statistical Clustering to Screen Printing Process Control," *Transactions of the ASME, Journal of Electronic Packaging*, September 1995, Vol. 117, No 3, p. 235

L.J. Popyack, V.A. Skormin, V.I. Gorodetski, M.L. Araiza, J.D. Michel, "Applications of Cluster Analysis in Diagnostics-Related Problems," Proceedings of the 1999 IEEE Aerospace Conference, Snowmass at Aspen, Colorado, 6-13 March 1999.

L.J. Popyack, G.G. Bustos, "Micro Electro-mechanical Systems (Mems) Signal Processing Filter Elements," Proceedings of the IASTED International Conference "Signal Processing and Communications", Canary Islands, Spain, Feb 1998.

L.J. Popyack, V.A. Skormin, "Methods of Diagnostics in Technical Systems,", International Proceedings of the Conference "Modern Problems of the Information Theory, Control and Information Networks"; Almaty, Republic of Kazakhstan, Jan 1997.

V.A. Skormin, L.J. Popyack, "Reliability Of Flight Critical System Components And Their 'History Of Abuse'," Proceedings - IEEE National Aerospace and Electronics Conference (NAECON), 22-26May 1995.

L.J. Popyack, J. Koobler, "Condition Monitoring Using The Time Stress Measurement Device" Proceedings of the 49th Meeting of the Machine Failure Prevention Technology Society, April 1995, Virginia Beach, VA., p 293.

L.J. Popyack, M.E. McCallum, J.A. Collins, "Time Stress Measurement Devices For Enhancement Of Onboard BIT Performance", Proceedings of the North Atlantic Treaty Organization Advisory Group For Aerospace Research and Development (number 521), Spain, p. 6.1-6.6. (1993).

V.A. Skormin, S.L. Plaskon, L.J. Popyack, "Transfer Function Method For Diagnostics Of Electronic Circuit Boards Exposed To Mechanical Vibrations," Proceedings - IEEE National Aerospace and Electronics Conference (NAECON), 24-28 May 1993.

L. Popyack, "Rome Laboratory's Time Stress Measurement Device Program", RAC Quarterly Journal, Winter 1992, p 10.

S.P. Broadwater, T.A. Oblak, L.J. Popyack, "Maintenance Processor/Time Stress Measurement Device Use for Failure Trend Analysis", Proceedings - IEEE Annual Reliability & Maintainability Symposium, 21-24 Jan 1992, pp 228-233.

M. McCallum, L.J. Popyack, Rome Laboratory's Time Stress Measurement Device Program", RAC Reliability and Maintainability Newsletter, January 1992, p1.

M. McCallum, L. Popyack, J. Collins, "Environmental Measurement And Recording Techniques Utilizing A Time Stress Measurement Device" , Proceedings - Institute of Environmental Sciences, 1990.

L.J. Popyack, T.N. Rajashekhara, "A Micro-Controller Based Built-In Self-Test Semiconductor Memory Design", Proceedings of the International Society for Mini and Microcomputers International Conference, May 22-24, 1990, Montreal Canada., p 110-15.

PATENTS

Micro-Coded Built-In Self-Test Apparatus For A Memory Array, Patent Number 5,224,101 issued June 29, 1993. Sole inventor.

RESTRICTED PUBLICATIONS

Controlled Access Path to Device I Red Team report [CAPD I DARPA] (AFRL Technical Report March 2001

Controlled Access Path to Device II Red Team report [CAPD II DARPA] (AFRL Technical Report Aug 2001

Releasable Data Product Framework Red Team report [RDPF DARPA] (AFRL Technical Report Aug 2001

Wireless Network Vulnerability White Paper, US Air Force Internal Publication Sept 2001

NOTABLE LECTURES AND TALKS

18th New York State Cyber Security Conference; Albany, NY. "Pitfalls and Potholes of The Dark Net", with Anthony Martino, June 2015

IEEE Mohawk Valley section Lunchtime Speaker, Dec 2001 "Adversarial Threats to your Network", Utica, NY

National Security Agency -- Technical Lecture Series (Classified topics), 4/2002, 2003, 2005, 2006

Sen. Hillary Clinton - Steganography Research and Threat Analysis, Jan 2002

COURSES TAUGHT AT SYRACUSE UNIVERSITY

1. The Advanced Course in Engineering on Cyber Security, Steganography and Data Hiding Section

2. CIS 600/CIS 700/ CSE 691, Internet Security Principles (now CSE 758)

3. CIS 600/ CSE 691: Mobile Code Security

4. CIS 583 /CSE 583 Systems Assurance Seminar

5. CIS 600/ CSE 691 - Steganography & Data Hiding

6. CSE 791 Software Security: Malicious Code Analysis

7. CIS 628 - Introduction to Cryptography

PhD Students

Current, defense date TBD -- Isolation Kernel and Formal Composition
Scott Young
Syracuse University
Outside Examiner & Dissertation Committee member

April 2015- BEHAVIOR BASED ANALYTICS FOR SECURING CYBER-PHYSICAL SYSTEMS
ZACHARY BIRNBAUM
Binghamton University

State University of New York
Dissertation Committee member

Feb 2013-Behavior Based Approach For Intrusion Detection Systems
Andrey Dolgikh
Binghamton University
State University of New York
Dissertation Committee member

July 2011-NETWORK-AWARE ACTIVE WARDENS IN IPv6
Grzegorz Lewandowski
Syracuse University
Outside Examiner & Dissertation Committee member

Dec-2010-SEMANTIC APPROACHES FOR INTRUSION DETECTION AND PREVENTION
ARNUR G. TOKHTABAYEV
Binghamton University
State University of New York
Dissertation Committee member

May-2009-ANOMALY-BASED INTRUSION DETECTION USING LIGHTWEIGHT STATELESS PAYLOAD INSPECTION
NNAMDI CHIKE NWANZE
Binghamton University
State University of New York
Dissertation Committee member

Apr-2009-Application-Layer Protocol Steganography
Norka Lucena
Syracuse University

ANJOLEN

Leslie Corbo, D.Sc

Leslie is a Social Engineering and Human Vulnerability Expert. Other roles supported by Leslie include policy and procedure work and cyber incident response.

LESLIE CORBO

Phone: (315) 430-4371 | **Email:** leslie.corbo@gmail.com
Address: 399 Hinman Road, Pulaski, NY 13142
Citizenship: United States | **Security Clearance:** Cleared at Top Secret – TS/SCI (currently inactive)

SUMMARY OF QUALIFICATIONS

Senior Information Security Program Director, working primarily with fortune 500 companies to develop information security and phishing education programs for the organization's workforce. Tactical development of training material, effective training execution, and strategic planning for continuous improvement measured by positive metrics. Provide research assistance and develop internal collaborative reports.

Consistently maintains compliance and familiarity with DHS National Initiative for Cybersecurity Careers and Studies (NICCS), DHS National Cybersecurity Workforce Framework, NIST guidelines, NIST Framework for Critical Infrastructure Cybersecurity, FISMA, Section 508 testing, Department of Defense (Defense Security Services) standards, NISPOM, HIPAA, Sarbanes-Oxley, Gramm-Leach-Bliley, and PCI Security Council standards. Solutions-oriented with notable success directing a broad range of security and data protection initiatives while participating in planning and implementation of vulnerability analysis and internal auditing processes. Recognized for investigating incidents, including phishing, spear-phishing, and malicious email communications, mitigating vulnerabilities, and developing solutions to online security threats.

KEY STRENGTHS

- Information Security
- Security Program Development
- Website Development
- Content Management
- Workforce Training
- Phishing/Spear Phishing Analysis
- Risk Analysis/Management
- Information Assurance
- Virtual Machines
- Remote/Onsite Consulting
- IT Internal Auditing
- Infrastructure Management
- Team Building/Leadership
- Computer Forensics
- Network Administration
- Government Relations

PROFESSIONAL EXPERIENCE

Utica College · Utica, NY — May 2012 – Present
Assistant Professor

- Instructor for Economic Crime Management Master's program - Information and Communication Security.
- Instructor for Cybersecurity Master's program – Principles of Cybersecurity.
- Instructor for BS Cybersecurity – Computer Hardware and Peripherals, Software Foundations for Cybersecurity, Cyber Technologies for Criminal Justice, Security Administration, and Information Security.
- Serve on Academic Assessment committee, Curriculum committee, and the college's Institutional Review Board.
- Act as the academy's liaison between CompTIA and EC-Council academic partnerships.
- Board Member – Defense Cyber Crime Center (DC3) Academic Cyber Curriculum Alliance (DACCA)

Anjolen · Utica, NY — June 2017 – Present
Information Security and Compliance Manager

- Review and evaluate information security and cybersecurity policy and procedures.
- Manage reviews and audits of compliance procedures and processes.
- Provide employee training on information security and compliance related topics, policies, or procedures.

EDUCATION & CERTIFICATIONS

- Capitol Technology University | D.Sc. Cybersecurity
- Utica College | M.S. in Cybersecurity-Intelligence
- Utica College of Syracuse University | B.S. in Cybersecurity/Information Assurance – Concentration in Computer Forensics – Selected as Student Marshal for School of Business & Justice Studies
- Baker College | A.A.S. in Web Development
- Certifications: GIAC Security Essentials (GSEC), Security+, Defense Security Services Certifications, US DHS (FEMA) Certifications.

WRITTEN WORKS & PUBLICATIONS

- Consumer Fraud. Van Slyke, Shanna; Corbo, Leslie A. "Consumer Fraud." In Oxford Research Encyclopedia of Oxford Research Encyclopedia of Criminology and Criminal Justice. Henry Pontell. New York: Oxford University Press, forthcoming.
- Twitter Use by Law Enforcement: Gathering Intelligence, Community Policing, and Predictive Analysis (2014)
- Like my Evidence – Investigations Involving Facebook (2013)
- The (Lost) Art of Report Writing (2013)
- Social Media: A Critical Examination of its Role in the Defense Industrial Base (2012)

ANJOLEN

Nicholas Doerner, B.S.

Nick is the Senior Penetration Tester at Anjolen and leads the security assessment team. Other roles supported by Nick include Incident Response, Digital Evidence Collection and Social Engineering Testing.

Nicholas Doerner

Ndoerner@anjolen.edu ◦ 200 West Manchester Road, Syracuse, NY 13219◦ (315) 744-5990

Summary of Qualifications

Current M.S. student majoring in Cybersecurity at Utica College with a focus on Cyber Operations. Have experience with Linux (Debian, Ubuntu, Kali, Centos 7) and Windows (Vista, 7, 8, 10) operating systems. Excellent oral and written presentation skills that can be understood by those outside the field of Cybersecurity. Retail work has led to the ability to make connections with customers helping with retention. Highly motivated in troubleshooting and problem solving situations.

Skills and Relevant Coursework

- HTML
- CSS
- Python
- C
- Assembly
- Program Design and Development
- Computer Systems Organization
- Network Fundamentals
- Linux for Security and Forensics
- Java
- Information Security

Work Experience

Anjolen
| Utica, NY 13501
Senior Cybersecurity Specialist *August 2017– Current*

- Perform penetration tests for clients
- Conduct social engineering operations
- Conduct incident response operations
- Work with clients to create a more secure environment
- Compile written reports of results

Freelance Website Design
| Syracuse, NY 13219
Designer *Dec 2016– Current*

- Create websites for various small businesses
- Setup user accounts at varying levels
- Make changes as required for each business

Dark Horse Technologies
| Ithaca, NY 14850
IT Intern *Jan 2016– Dec 2016*

- Install workstations and servers
- Configure company networks
- Implement security measures
- Provide technical support to dental offices in surrounding area

Utica College Office of Student Success
| Utica, NY 13502
Note Taker *Jan 2017 – May 2017*

- Take detailed notes for CRJ333 Information Security Class
- Submit notes to office for student use within one day of class
- Answer any questions regarding the notes and class

Delta Sonic
| Syracuse, NY 13219
Advisor *April 2016 – December 2017*

- Ensure a positive customer experience
- Sell products and washes based on customers' needs
- Coordinate with the rest of the Delta Sonic team to ensure an efficient location

Education

Utica College
August 2018-August 2019 (expected) Candidate for Master of Science in Cybersecurity

Utica College
Jan 2017-August 2018 Bachelor of Science in Cybersecurity; GPA 3.98/4.0

- Summa cum laude
- President, Utica College Cybersecurity Club Fall 2017-current
- Member, CCDC Spring 2017-current
- Webmaster, Utica College Cybersecurity Club Spring 2017-Fall 2017
- First Place Team, CNY Hackathon Spring 2017
- TA, Information Security, Fall 2017
- Dean's List, Spring 2017
- High Honors List, Fall 2017

Onondaga Community College
Jan 2015-Dec 2016 Associate degree in Computer Forensics; GPA 3.7/4.0

- Magna cum laude
- President's List, All Semesters
- Member, Phi Theta Kappa Honor Society

Service Categories and Rates

Vulnerability Assessment

Anjolen will perform vulnerability assessments on Oneida County systems biannually or as required by the County's needs in order to identify security weaknesses. Vulnerability assessments will be conducted in compliance with HIPAA, NIST or other cybersecurity standards as dictated by the needs of each engagement. State of the art automating scanning tools as well as manual assessment techniques will be used to reduce the presence of false positive results and ensure the quality of reported security failures.

The results of each vulnerability assessment will be delivered to Oneida County in a comprehensive report that details each identified security weakness and the recommended steps to remediate the problem.

Pricing

$150 per hour

Penetration Testing

Anjolen will perform penetration test assessments on Oneida County systems annually or as required by the County's needs in order to identify security weaknesses. Penetration tests will be conducted in compliance with HIPAA, NIST or other cybersecurity standards as dictated by the needs of each engagement. As part of the penetration testing process, Anjolen will attempt to exploit security weaknesses in order to gain access to Oneida County systems or expose sensitive data.

The results of each vulnerability assessment will be delivered to Oneida County in a comprehensive report that details each identified security weakness and the recommended steps to remediate the problem.

Pricing

$150 per hour

Remediation Projects

Throughout the engagement, Anjolen will be responsible for assisting Oneida County with all phases of security remediation. Using the results found during vulnerability assessments and penetration testing, comprehensive plans will be developed to address weaknesses and continually improve the security posture of all County systems.

The creation of remediation projects will focus on identifying and addressing the most serious security concerns first with consideration given to the likelihood that any specific vulnerability could have a negative impact on County operations.

Each remediation project will include a checklist style report that identifies the planned tasks and assigns responsibility to individual departments or vendors.

A progress report of ongoing remediation projects will be delivered to Oneida County on a monthly basis.

Pricing

Technician	$75 per hour Monday - Friday 8AM-5PM excluding observed federal holidays $125 per hour Weekends and outside normal business hours $200 per hour observed federal holidays
Senior Technician	$125 per hour Monday - Friday 8AM-5PM excluding observed federal holidays $175 per hour Weekends and outside normal business hours $250 per hour observed federal holidays

Security Staff Augmentation

Anjolen will provide Oneida County with personnel to conduct cyber security related tasks in support of the overall mission of the Central Services Department. This service may be used for routine tasks or for surge capacity to complete large or technically complex projects.

Sample duties of this service may include, but are not limited to:

- Performing limited security testing and audits
- Monitoring security systems
- Auditing security privileges and policies
- Assessing compliance with policies and procedures
- Performing remediation tasks related to identified vulnerabilities
- Performing incident response tasks
- Installing and configuring basic security system components

A monthly status report detailing hours used and tasks performed will be provided for all staff augmentation work

Pricing

Technician	$75 per hour Monday - Friday 8AM-5PM excluding observed federal holidays $125 per hour Weekends and outside normal business hours $200 per hour observed federal holidays
Senior Technician	$125 per hour Monday - Friday 8AM-5PM excluding observed federal holidays $175 per hour Weekends and outside normal business hours $250 per hour observed federal holidays

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Cyber Security Training and Awareness

Anjolen will provide customized training courses and awareness campaigns on current cybersecurity trends, vulnerability mitigation techniques and other related topics as required.

Examples of topics that can be covered include:

- Cybersecurity 101- covers basic cybersecurity principles and proactive tactics to mitigate risk of falling victim to a cybersecurity social engineering attack
- Cybersecurity 102- covers intermediate level principles relating to social engineering tactics and financial fraud
- Cybersecurity 201- covers intermediate principles involving protecting sensitive data, information security and incident response
- Cybersecurity 301- covers advanced level principles emphasizing incident response best practices, policies and procedures
- Anti-Phishing- covers basic level phishing attacks and specific tactics to identify them
- Cybersecurity Awareness- covers basic and intermediary areas relation to cybersecurity best practices

Training will be provided in either an onsite classroom setting with an instructor or through Anjolen's Business Online Training platform (ABOT) or a combination of both. ABOT allows for tracking of an employee's progress.

Training surveys will be provided to all participants for both in person and online training to gather trainee feedback. This feedback will be provided to Oneida County on a routine basis.

Pricing

Basic Cyber security Training in person - $1500 per class of up to 40 students per class
Basic Cyber security Training online - $30 per student per class, minimum 50 students enrolled per contract year

Intermediate Cyber security Training in person- $2250 per class of up to 30 students per class
Intermediate Cyber security Training online- $75 per student per class, minimum 40 students per contract year

Advanced Cyber security Training in person - $3000 per class of up to 20 students per class

Advanced Cyber security Training online - $100 per student per class, minimum 30 students per contract year

Social Engineering and Human Vulnerability Testing

Anjolen will conduct periodic social engineering and human vulnerability testing in order to assess employee adherence to Oneida County policies and industry standard best practices.

Human vulnerability testing will include:

- Phishing
- Vishing
- Pretexting
- Tailgating
- Open source intelligence gathering

The results of human vulnerability assessments will be delivered to Oneida County in a comprehensive report that details each identified security weakness and the recommended steps to remediate the problem. Where applicable, specific personnel that fail social engineering tests will be identified.

Pricing

$150 per hour

ANJOLEN

Incident Response Retainer

Anjolen will provide Oneida County with incident response (IR) services for the containment and management of any potential cyber incident once it has been detected. The County's current IR procedures combined with industry accepted best practices will be utilized in the guidance provided by Anjolen during an identified incident's management and response.

Anjolen will be retained on an annual basis and will be available for incident response consultation on business days from 9:00 AM to 5:00 PM or on a best effort basis outside of these hours.

Based on the incident severity, Anjolen will respond remotely, or onsite as needed.

The following services are provided for this retainer:

- Direction on initial incident response team creation and management
- Incident scope and severity identification
- Security damage triage
- Containment and mitigation of threats
- Investigation and evidence collection
- Eradication and countermeasures
- Periodic communication of incident status to management
- Liaison with law enforcement for criminal investigations where applicable
- Recovery plan design and implementation
- Incident debrief and after-action planning.

The results of an incident response activity will be delivered to Oneida County in a comprehensive report that details each identified security weakness that contributed to the incident and the recommended steps to remediate the problem.

Pricing

$ 24,000 - includes the first 60 hours of services in a contract year.
Additional hours beyond the first 60 hours in a contract year are charged as follows:
$ 150 per hour Monday - Friday 8AM-5PM excluding observed federal holidays
$ 225 per hour Weekends and outside normal business hours
$ 300 per hour observed federal holidays

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Virtual Chief Information Security Officer Consulting

Through the Virtual Chief Information Security Officer (VCISO) service; Anjolen will provide consulting to the Oneida County Chief Information Security Officer on matters related to information protection and data security.

An example of tasks conducted by the VCISO service include:

- Assist with the review and creation of County policies related to cyber security
- Provide honest broker consulting related to the specification and purchase of security related software and hardware
- Expert Information security leadership, consultation and guidance
- Customized information security planning
- Steering committee leadership or participation
- Security compliance management
- Security policy, review and development
- Independent security review of IT purchasing proposals
- Presentation of security project plans and results to stakeholders

A monthly status report detailing hours used and tasks performed will be provided for all VCISO work.

Pricing

$150 per hour Monday - Friday 8AM-5PM excluding observed federal holidays
$225 per hour Weekends and outside normal business hours
$300 per hour observed federal holidays

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Policy & Procedure Work

Anjolen provides services to review and make improvement recommendations for Oneida County policies and procedures related to cyber security. Additionally, Anjolen will create new policy and/or procedure documentation as necessary.

Where applicable, assistance will be provided to ensure that policies comply with industry requirements such as HIPAA, GDPR or other standards.

Pricing

$225 per hour

Digital Forensics Examination

Anjolen will provide services related to the forensic examination of digital devices as required by the County. Forensic examinations may be conducted in support of incident response, internal investigations, criminal investigations or civil litigation.

All forensic examinations will include the management of a complete chain of custody and will be conducted in a secure forensic laboratory environment.

Attendance at hearings and providing testimony of any kind as a result of a forensic examination will be performed as part of this service.

The results of each forensic examination will be delivered to Oneida County in a comprehensive report that details the case tasks, analysis conducted and evidence identified.

Pricing

$150 per hour
Plus all applicable travel charges related to any testimony outside of Oneida County

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Reporting

The following page of this proposal provides an example of the proposed monthly report that will be provided to Oneida County. This report includes a summary of hours, identification of performed tasks, summary of each performed task, number of hours billed for each task, name of individual completing each task and hours remaining in the block at the end of each month.

Anjolen utilizes an electronic time management system that tracks employee tasks on particular projects and can provide the monthly report in a variety of flexible formats as required by the client.

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Monthly Summary of Hours SAMPLE

PO # 14598	Date	Task Identification	Task Summary	Hours Billed			Engaged Employee
						110	
June 2018							
	6/8/2018	VCISO	IR plan and Oneida County Cyber 201 Presentation	1			Joe Giordano
	6/19/2018	VCISO	Met with Oneida County Audit and Control office about incident response plan requirements.	1			Joe Giordano
	6/4/2018	VCISO	VCISO Meeting and Prep	2.5			Michelle Tuttle
	6/18/2018	VCISO	VCISO Meeting	2			Michelle Tuttle
	6/27/2018	VCISO	Monthly STG Meeting	1			Tony Martino
				Month Total		7.50	
July 2018							
	7/25/2018	VCISO	Monthly STG Meeting		1		Tony Martino
	7/27/2018	VCISO	OC911 DR Meeting		1.5		Tony Martino
	7/2/2018	VCISO	VCISO meeting		2		Michelle Tuttle
	7/16/2018	VCISO	Project management and update and prep		2		Michelle Tuttle
	7/19/2018	VCISO	Meeting with Dean Grant - Info Assurance project		1		Michelle Tuttle
	7/30/2018	VCISO	Project update and meeting prep		1		Michelle Tuttle
				Month Total		8.50	
				Hours Remaining In Block		94.00	

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Services Engagement Sample

The following pages provide a sample of a standard Anjolen cyber security services contract.

ANJOLEN

Securing Your Cyber Future

July 26, 2018

Jon Smith
XXXX Company
123 Any St.
Anytown, NY 12345

RE: Engagement Letter for Cybersecurity Services

Dear XXXX:

This letter will memorialize the terms of the engagement (this "Agreement") of ANJOLEN by XXXX Strategic Systems Inc., its successors and assigns (collectively, "XXXX"). This Agreement confirms the understanding between ANJOLEN and XXXX with respect to the engagement of ANJOLEN to perform certain cybersecurity services.

Background and Scope: ANJOLEN has agreed, at the request of XXXX, to provide cybersecurity services as required. ANJOLEN will perform cybersecurity services as detailed in statements of work which will be attached to and made a part of this letter. Upon agreement of both parties, statements of work may be added to this agreement throughout its duration.

Fees: ANJOLEN will provide cybersecurity services at a cost as detailed within the attached statements of work. If ANJOLEN should need to charge additional hourly services, we will obtain approval from XXXX for the additional expense before proceeding.

Given the scope of services to be provided under the terms of this engagement, payment terms will be dictated in each individual statement of work.

Duration of Engagement: Service shall commence on XXXX and shall continue for 365 days unless terminated by either party. XXXX has a right to terminate ANJOLEN's services upon thirty (30) days written notice to that effect. Because of the nature of this relationship, termination of this Agreement should be in writing, or if made orally should be promptly confirmed in writing. Conversely, this Agreement may be terminated by ANJOLEN upon thirty (30) days written notice. If this Agreement is terminated by any party, XXXX will remain obligated to pay in full for past services and ANJOLEN's expenses, in accordance with the terms of this Agreement.

Confidential Information: ANJOLEN agrees that it shall maintain strict confidentiality of all Confidential Information and shall not use, disclose, publish or assist any third party in using, disclosing or publishing any Confidential Information, except as provided in this Agreement. "Confidential Information" means any and all information received by ANJOLEN with respect to business or finances of XXXX or any subsidiary, affiliate, including without limitation all financial data, personnel data, and all information about products and services (including without limitation, samples of materials and other embodiments

of products or prospective products), software and other technology, business plans, customers, employees, pricing, purchase and sales records, marketing, process and methodologies, but excluding information XXXX deliberately and voluntarily makes publicly available.

ANJOLEN shall protect the Confidential Information from unauthorized use or disclosure by using the same degree of care, but no less than a reasonable degree of care, as XXXX uses to protect its own confidential information of like nature. ANJOLEN will restrict access to: (i) Confidential Information to those employees, affiliates, agents, advisors, consultants and other representatives ("Representatives") who have a need to know for the purposes of this agreement; and (ii) only the Confidential Information Representatives need for such purposes.

ANJOLEN shall not be liable for the use or disclosure of Confidential Information if the Confidential Information is or comes into the public domain through no fault of ANJOLEN or its representatives, is known to ANJOLEN without restriction at the time of disclosure, is used or disclosed with the prior written approval of XXXX; or is independently developed by personnel of ANJOLEN without reference to Confidential Information.

All Confidential Information, in any form shall remain the sole property of XXXX. Upon termination of Services, or at any other time that XXXX may request, ANJOLEN shall deliver, and cause its representatives to deliver all Confidential Information to XXXX and delete or destroy all Confidential Information in ANJOLEN's control. Any and all ANJOLEN documents not containing confidential information, including without limitation, internal research memoranda, notes, records of internal communications, drafts of documents and other similar materials created or used by ANJOLEN in connection with its services are the intellectual property of ANJOLEN, and XXXX has no ownership interest or other rights with respect to these materials.

Limitation on Damages: Except for the indemnification obligations set forth below, neither party's liability for any damages arising out of the testing services of this agreement shall exceed those amounts paid to ANJOLEN by XXXX.

Indemnification: Without limiting any other rights which ANJOLEN, as well as ANJOLEN's directors, officers, employees and agents (each, an "Indemnified Party") may have under this Agreement or under applicable law, XXXX hereby agrees to release from any liability arising out of and indemnify each Indemnified Party from and against any and all claims, losses, damages, expenses and liabilities, including reasonable attorney's fees, (all of the foregoing being collectively referred to as "Indemnified Amounts") arising out of, relating or resulting from this Agreement or the services to be performed by ANJOLEN. Without limiting or being limited by the foregoing, XXXX shall pay on demand to each Indemnified Party any and all amounts necessary to indemnify such Indemnified Party from and against any and all Indemnified Amounts relating to or resulting from claims asserted by any third party arising from the services provided to XXXX hereunder. XXXX management is solely responsible for the scope, goals and overall direction of the services to be performed by ANJOLEN, as well as the implementation of any course of action based on such services.

Choice of Law: This Agreement shall be construed in accordance with the law of the State of New York. The state and Federal Courts within the geographic boundaries of the Northern District of New York

shall have the exclusive jurisdiction over any disputes or claims arising out of or in relation to this Agreement of services performed pursuant to the terms of this Agreement.

Independent Contractor; No Fiduciary Duty: Each of the parties hereto acknowledges and agrees that it is a sophisticated business enterprise and that ANJOLEN has been retained pursuant to this Agreement to act as an advisor solely with respect to matters set form in this Agreement. In such capacity, ANJOLEN shall act as an independent contractor, and any duties of ANJOLEN arising out of its engagement pursuant to this Agreement shall be contractual in nature and shall be owed solely to XXXX. Each party disclaims any intention to impose any fiduciary duty on the other.

Amendments: Any amendment, modification or other change to this Agreement must be in writing and signed by both parties to be enforceable. If any provision of this Agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed rescinded or modified in order to comply with the relevant law, rule or regulation. All other provisions of this Agreement shall remain in full force and effect.

Authorization: The individuals who executed this Agreement on behalf of the parties hereby warrant that they are authorized to do so.

ANJOLEN
Securing Your Cyber Future

This proposal is acceptable as of the date indicated above.

Mr. Anthony Martino
VP
Anjolen
85 Taber Rd.
New Hartford, NY 13413

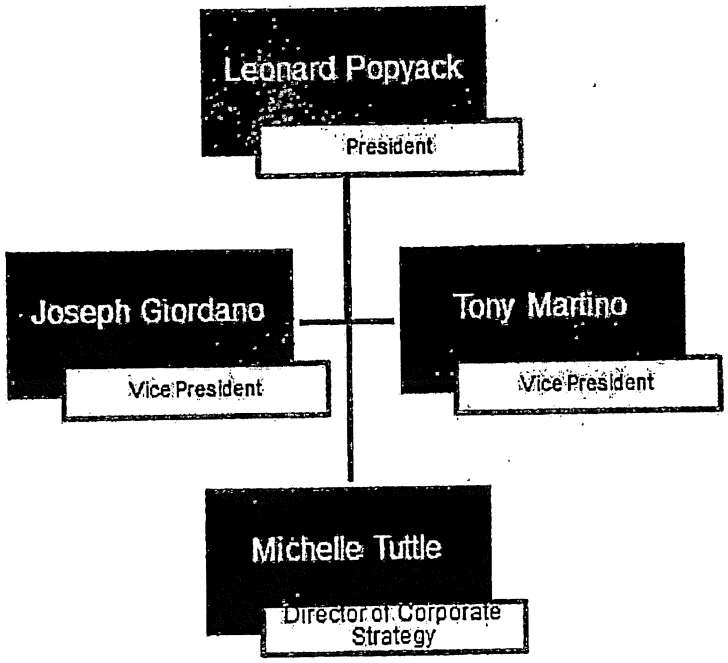
XXXX Company
123 Any ST.
Anytown, NY 12345

ANJOLEN

Outline of Organization

Anjolen Inc.
85 Taber Road
New Hartford, NY 13417

Established March, 2013



Current Number of Employees: 23

ANJOLEN

References

The following three references represent organizations in which Anjolen has provided support services similar in size and scope to those required by Oneida County.

Jeremy Stewart, Head of IT & Data Integrity
Strategic Financial Services
Email: stewartj@investstrategic.com
Tel: 315.724.1776

Michael Cobb, CIO/COO
Syracuse Orthopedic Specialists, PC (SOS)
Email: mcobb@sosbones.com
Tel: 315.418.4191

Zvia McCormick, CEO
Resource Center for Independent Living, Inc. (RCIL)
Email: zmccormick@rcil.com
Tel: 315.797.4642

Services Offered

The following is a brief description of all services currently offered by Anjolen, Inc.

VCISO Services

The Virtual Chief Information Security Officer (VCISO) service assists clients with taking control of information security by providing outsourced cybersecurity leadership on an as needed basis. This service offers customized information security planning, expert information, security compliance management, security policies and procedure development, steering committee leadership participation and security plan presentation to stakeholders.

Incident Response

Anjolen's incident response (IR) retainer services provide preparation, identification, containment, mitigation and overall management services for cyber threats. Mock incident drills and after action remediation reports are also part of this offering.

Risk Assessment

Our risk assessment services can aid clients in identifying where cybersecurity time, money and resources should be invested. A comprehensive risk assessment helps identify vulnerabilities, threats and controls. We then recommend solutions to help contain and mitigate risks.

Cybersecurity Training and Awareness

Anjolen's customized training solutions address a myriad of cybersecurity issues. Training and awareness focuses on human vulnerabilities related to information and data protection. Education, training and awareness programs can be delivered in-person or through Anjolen's online training system ABOT .

Social Engineering/Human Vulnerability Testing

Social engineering and human vulnerability testing helps ensure an organization's employees adhere to policies and best practices to avoid common security lapses. Anjolen personnel attempt to use deception, ruses, impersonation and other means to improperly gain access to sensitive information for which the tester does not have proper authority to access. Social engineering tactics such as phishing, vishing, pretexting and tailgating are used in this testing.

Vulnerability Assessment/Testing

Anjolen provides technical assessment of systems and network vulnerabilities and threats. By conducting this testing, Anjolen is able to define, identify and classify the security vulnerabilities in a computer, network, or communications infrastructure.

Penetration Testing
Anjolen conducts both external and internal penetration testing to help mitigate security issues, weaknesses, and vulnerabilities.

External Penetration Testing
Anjolen tests the security of the external protection mechanisms of an organization's computer network. External facing portions of the firewall are evaluated in order to locate open ports and running services to identify potential vulnerabilities or methods of intrusion. All external facing systems are also tested to identify any data leakage from internal network components that could expose sensitive information or provide methods of intrusion.

Internal Penetration Testing
Anjolen tests the security of the internal protection mechanisms of an organization's computer network. The internal pen test includes policy and procedure benchmarking, network scanning, access control testing, data storage, transmission analysis and physical security analysis.

Social Media Security & Privacy
Our experts test and evaluate social media platforms and provide recommendations for security, privacy and safety. We are able to analyze social media applications to ensure that they meet organizational needs without introducing vulnerabilities and other security-related issues. Anjolen will develop and implement customized policies and procedures for social media platforms that are catered to an organization's business environment.

Digital Forensics
Anjolen provides advanced digital forensics investigation tools and techniques for diverse clients and business environments. Digital forensics services are utilized for various situations including employee misconduct, embezzlement, sexual harassment cases, proprietary information theft and other incidents.

Policies & Procedures Assessment
Anjolen will review and evaluate an organization's current IT policy and other related policies. The policy and procedures governing the use and administration of information technology assets will be compared to industry standards for cybersecurity. Failures or omissions will be identified along with recommended remediation steps.

Policies and procedures reviewed include but are not limited to Cybersecurity Policy, Enterprise Risk Management (ERM) Strategy, Incident Response and Disaster Recovery.

Staff Augmentation

Anjolen provides personnel to conduct cyber security related tasks in support of the overall mission of the client. This service may be used for routine tasks or for surge capacity to complete large or technically complex projects.

Research & Development

Anjolen conducts research and development (R&D) projects on a variety of cybersecurity related topics. R&D efforts are largely related to United States Department of Defense initiatives and contracts.

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Geographic Reach

Anjolen headquartered in Utica, NY and is serving the Northeast with current clients in New York State, Massachusetts, Pennsylvania and Ontario, Canada.

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Quotation and Statement of Work

Client's Name:	Oneida County
SOW Title:	External Penetration Testing
Date:	January 2, 2019

SAMPLE

INTRODUCTION

Oneida County operates a large network that spans multiple government buildings and supports hundreds of employees. Sensitive data including information that is protected by HIPPA and other regulations is routinely stored and processed on systems managed by the County. As part of their overall security plan, Oneida County wishes to test the security of the external protection mechanisms of their computer network.

OBJECTIVE

To provide Oneida County with external penetration testing of their computer network.

SCOPE

Anjolen will test Oneida County's network in the following areas:

Firewall

Anjolen will test the external facing portions of the firewall in order to locate open ports and running services and to identify potential vulnerabilities or methods of intrusion.

Internal Network Exposure

Anjolen will test all external facing systems in order to identify any data leakage from internal network components that could expose sensitive information or provide methods of intrusion.

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Perimeter Network Attack

The purpose of this activity is to attempt to exploit identified vulnerabilities and demonstrate the impact of those vulnerabilities in terms of successful attack scenarios for the target network range(s), IP addresses and in-scope active Devices.

Anjolen will:

a. exploit key identified vulnerabilities:

(1) on perimeter (remotely accessed) systems;

Note: Only vulnerabilities believed to contribute to a viable attack scenario, as determined by Anjolen, will be targeted;

b. target specific systems and attempt to gain direct access to confidential data and administrator or elevated access privileges on vulnerable systems;

c. attempt to compromise internal networks and systems by leveraging limited external access;

d. demonstrate specific or systematic security weaknesses, if present.

The locations to be tested in this engagement include:

- Oneida County Office Building*
- Oneida County 911
- Oneida County Sheriff's Office
- 120 Airline Rd DR Facility*
- Rome County Courthouse
- Rome City Court
- Utica City Court
- Barneveld DPW
- Taberg DPW

SAMPLE

- Veteran's Department – Rome
- Homeland Security Training Center - Oriskany

  * At the request of Oneida County these locations will be tested a second time if major network changes are made during the course of this engagement.

PREREQUSITES

Oneida County will provide Anjolen with the IP addresses of external facing devices as well as a description of all external facing systems.

DELIVERABLES

Anjolen will provide Oneida County with a written report of results and findings. This report will include a detailed list of the vulnerabilities and areas of exposure identified as well as the methods used to cause any exploitation.

SCHEDULE

TBD

REPORTING

Anjolen will escalate any critical items found to Oneida County as soon as they are identified. The final report and any supplemental materials will be delievered to the client within 15 business days of the completion of testing.

KEY CONTACTS

Tony Martino- Anjolen
Office Phone: 315 223 2433
Cell phone: 315 542 3054
Email:tony@anjolen.com

COST

The cost for Anjolen's services as detailed in this statement of work is $19,000.00

SAMPLE

LIMITATIONS

This project is limited to the scope of services as described in this document. The scope of this project was intentionally designed to test for common vulnerabilities, and does not include all possible attack methods. The testing performed by Anjolen, and the results obtained are also limited to vulnerabilities and attack techniques that are published and known at the time of testing and cannot address future malicious attacks or "zero day" exploits. Anjolen is not liable for any harm or damages caused by the testing process or vulnerabilities, whether identified or not during the course of testing.

This scope of work specifically omits any operations that are designed to intentionally cause destruction such as database table deletion, operating system failure, the introduction of known malicious items or the execution of any changes that are known to be irreversible. Where possible, efforts may be made to simulate such attacks in a non-destructive manner.

SAMPLE

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WORK COMPLETION CERTIFICATE

This is to certify that **ANJOLEN INC.** has successfully completed services within the scope of work as agreed upon with **ONEIDA COUNTY** and detailed below.

Contract Name / Number_____

Specific Tasks/Project Component:

_____

_____

_____

Completion Date _____

Anthony Martino
Vice President
Anjolen Inc

Client Representative Name: _____

Client Representative Title:_____

Authorized Signature: _____

85 Taber Road New Hartford, NY 13413
PHONE: 1.833.ANJOLEN
EMAIL: info@anjolen.com

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

_____

_____

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

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

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

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

When applicable to the services provided pursuant to the Contract:

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

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

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

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

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

20. COMPLIACE 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
EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

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

ANTHONY J. PICENTE, JR.
County Executive

EDWARD T. STEVENS
Director

April 11, 2023

FN 20 23 - 137

PUBLIC SAFETY

WAYS & MEANS

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

Dear County Executive Picente,

Attached is an agreement between the Oneida County Department of Emergency Services and Innovative Practices, LLC having been assigned the rights, title, benefits and interests under the awarded RFP Services of Access2Care, LLC. Innovative Practices, LLC will allow Emergency Services to implement a proprietary systemized caller interrogation program in conjunction with its 911 Emergency medical services system. The goal of this is to match low acuity 911 callers to the appropriate level of care based on the reported medical needs of the caller.

The term of this agreement shall commence upon execution and terminate one year from the date of execution. The total amount of this agreement shall be $192,000.00, which includes a onetime $50,000.00 implementation fee.

If this agreement meets with your approval, we are requesting that you please forward to the Board of Legislators for further approval.

If you have any questions, please advise me.

Sincerely,

Edward T. Stevens
Director of Emergency Services

RECEIVED
APR 12 2023

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

Anthony J. Picente, Jr.
County Executive

Date 4-11-23

ETS/sar

Oneida Co. Department Emergency Services

Competing Proposal _____
Only Respondent_____
Sole Source RFP_____

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name of Proposing Organization: Innovative Practices, LLC
6363 S. Fiddler's Green Circle, Suite 1500
Greenwood Village, CO 80111

Title of Activity or Services: E911 Diversion Services

Proposed Dates of Operations: One year from execution

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

DES staff including its Director, Deputy Directors, Medical Director, EMS Coordinators and 911 Supervisors began to collaborate to identify alternate methods of delivering medical care to the public with the goal of alleviating the strain on the ambulance and hospital ER systems. It was determined that if 30% of the 911 calls for EMS could be diverted from the ambulance and hospital ER systems, that would be a significant help in alleviating the stress felt by those systems. The DES team learned about new healthcare and EMS initiatives including community para-medicine, telemedicine and alternate care methods for 911 callers.

Through our research efforts DES learned about a proprietary E911 call diversion program which provides a systematized caller interrogation system, an alternative in emergency medical services healthcare delivery that meets the desired goals of alleviating the demand on the local ambulance and hospital ER systems. The E911 call diversion program allows the 911 Center to transfer calls to a nurse who follows a proprietary physician approved script when their call is determined to be of a non-emergency; low acuity nature. A nurse will use the interrogation system and treatment based protocol, and when directed by the system, is prepared to refer the caller to their own local physician or an urgent care center, if appropriate.

E911 call diversion services have recently been contracted in New York State by both Monroe and Onondaga Counties.

There is no doubt that contracting for and implementing E911 call diversion services here in Oneida County will have a profound effect on the local EMS and healthcare system. It ensures that the most appropriate care is given commensurate to the level of care required for a patient's current condition at the time of call. Dr. John DeTraglia, the 911 Center's former Medical Director, commented that if we could alleviate even a portion of the 30% of low acuity calls

from the local EMS and emergency healthcare system, it would be of significant impact and relief for those systems.

Total Funding Requested: **$192,000.00** **Account:** A6411.4953

Oneida County Dept. Funding Recommendation:

Proposed Funding Source ($ /County $): 192,000.00

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments:

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AGREEMENT

THIS AGREEMENT, is made by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Emergency Services, located at 120 Base Road, Oriskany, New York 13424 (hereinafter referred to as the "County"), and Innovative Practices, LLC, a limited liability corporation organized and existing under the laws of the State of Delaware, located at 6363 S. Fiddler's Green Circle, Suite 1500, Greenwood Village, Colorado 80111 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the County seeks to implement an E911 call diversion program in conjunction with its 911 emergency medical services system which, when clinically appropriate, aims to match a low acuity 911 caller to the right level of care based on the caller's reported medical needs; and

WHEREAS, the Provider has developed a program which provides systematized caller interrogation using a script provided by its proprietary E911 call diversion system so that the most appropriate time-based resource may be utilized to care for the patient; and

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

1. TERM OF AGREEMENT

   A. The term of this Agreement shall commence upon execution and terminate one year from the date of execution.

   B. Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party. Either party may terminate this Agreement for cause with fifteen (15) days written notice to the other party, provided that there has been no cure within the fifteen (15) day notice period.

2. SCOPE OF SERVICES

   A. Provider will provide its Nurse Navigation Solution program to help the County expand access to and more appropriately manage its E911 call system. MEDICAL COMMAND CENTER AND CALL PROCESS REQUIREMENTS: Calls will be managed with the E911 call diversion team located in Dallas, TX and remotely. The E911 call diversion team shall be licensed in the State of New York. The E911 call diversion team shall be available 24/7 for calls diverted from the County public safety access point (PSAP). Upon receiving warm transfer from PSAP, a nurse will welcome the caller, explain the process of finding appropriate destination for care using the call script. A Licensed Practitioner Nurse ("LPN") or Registered Nurse ("RN") licensed in New York State shall utilize the call script to determine the

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acuity level. Once the acuity level is determined using the call script, an appropriate destination and amount of time will be recommended, and the Team will collaborate with the caller for transportation needs. If, while following the call script, it is determined that care by an emergency department and transport by ambulance is warranted, the nurse will contact PSAP to dispatch an ambulance. Provider will provide call services twenty-four hours a day, seven days a week. To the extent Provider utilizes LPN, such LPN shall be working under the direction and oversight of a New York licensed RN/physician.

3. PERFORMANCE OF SERVICES

A. The Provider represents that it has the qualifications, the specialized skills, the experience and the ability to properly perform the Services. The Provider shall use its best efforts to perform the Services such that the results are satisfactory to the County. The Provider shall be solely responsible for determining the method, detail, 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 Provider shall not be required to attend or undergo any training by the County. The Provider 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 obtaining said licenses and certifications and the cost of the same.

C. The Provider acknowledges and agrees that it has 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. COMPENSATION

A. The County shall pay to the Provider a onetime implementation fee of $50,000 in the first year of the Agreement. Implementation Services include: dedicated Project Manager and client services team, in-person kickoff and re-occurring steering committee meetings, IT and protocol collaboration, Medical Director joint review and approvals, creation of white labeled community outreach/ marketing materials and vanity 888 number, creation of customized reporting, alternative destination network education and build-out, Lyft coordination/ reporting, and EMD training templates, 24/7 nurse coverage, staffing and management levels adjusted in Realtime to meet demand. For each month after the first three months of the term of this Agreement, the County will pay the Provider, Fifteen thousand seven hundred seventy-seven and 00/100 ($15,777.00) Dollars (9x$15,777.00).

B. The total compensation under this Agreement shall not exceed $192,000 for the one year term of this Agreement which includes the one-time implementation fee of $50,000.

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C. Payments shall be made by the County after receipt of vouchers presented by the Provider on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

D. The County will attempt to pay within thirty days of receipt of the invoice. The County shall not be liable for any late fees or for any interest on late payments.

E. The obligations of the parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Provider by certified mail. In such an event, the County shall be under no further obligation to the Provider other than reimbursement 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.

5. CONFIDENTIALITY

A. All information contained in the County's and Provider's files shall be held confidential pursuant to the applicable provision of the New York State Public Health Law and State Department Regulations, as well as any other applicable federal, New York state and local laws, rules and regulations, and shall not be disclosed except as authorized by law. Each party shall maintain the confidentiality of all financial and/or patient information with regard to services provided under this Agreement in conformity with the provisions of applicable federal, New York state and local laws, rules and regulations. Any breach of confidentiality by a party, its agents or representatives shall be cause for immediate termination of this Agreement.

B. The Provider shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the patient or the patient's representative, it being acknowledged and agreed that the County shall have sole responsibility for responding to patient requests for access to medical records.

6. INDEPENDENT CONTRACTOR

A. It is expressly agreed that the relationship of the Provider to the County shall be that of an Independent Contractor. The Provider shall not be considered an employee of the County for any purpose, including but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Provider, in accordance with its status as an Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof, and that it will not

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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 Provider and the County agree that the Provider is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

C. The Provider 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 at a professional convention or meeting.

D. The Provider acknowledges and agrees that the Provider shall not be eligible for any County employee benefits, including retirement membership credits.

E. The Provider shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes and for all compensation paid to the Provider under this Agreement. 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).

F. The Provider 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 as identified in 6.E. above.

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

H. The Provider shall comply with federal and New York state laws, as supplemented, as well as with United States Department of Labor regulations and any other regulations of any federal and New York state entities relating to such employment and civil rights requirements.

7. NON-ASSIGNMENT CLAUSE; SUBCONTRACTORS

A. The Provider 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.

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B. The Provider shall not engage or hire the services of any subcontractors to perform the Services required under this Agreement without the express written consent of the County.

8. INSURANCE

The Provider 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. The Provider shall obtain, maintain and provide proof of professional liability insurance in the minimum amounts of two million dollars ($2,000,000.00) per claim and four million dollars ($4,000,000.00) aggregate. The Provider shall obtain maintain and provide proof of automobile liability insurance in the amount of one million dollars ($1,000,000). The Provider shall obtain, maintain and provide proof of umbrella insurance in the amount of five million dollars ($5,000,000). The Provider shall obtain, maintain and provide proof of workers' compensation insurance in the statutory required amounts.

Prior to the start of any work, the Provider shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Provider's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

9. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Provider (the "Indemnifying Party") shall indemnify and hold harmless, and, at the County's option, defend the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including the Provider authorized personnel) arising out of or in connection with the exercise by the Provider or any of the Provider's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

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10. WAIVER OF SUBROGATION

Provider 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 Automobile, Professional Liability/Errors and Omissions and Umbrella Liability insurance maintained pursuant to this Agreement.

11. AUDIT

The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Provider which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transactions.

12. OWNERSHIP OF DOCUMENTS/WORK PRODUCT

It is agreed that all finished or unfinished documents, data, or reports, prepared by Provider under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, for the convenience of the County, will be turned over to the County.

13. NO THIRD PARTY BENEFICIARY

No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a Party hereto.

14. CAPTIONS AND HEADINGS

Captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the score or intent of this Agreement nor in any way affect this Agreement.

15. LAWS

The parties: (a) will comply in all material respects with all applicable federal, New York state and local laws and regulations including, the Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated Providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and

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report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, New York state and local laws and regulations that establish "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickbacks policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion during the term of the Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, New York state and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

16. GOVERNING OF LAW AND CONSENT TO JURISDICTION

It is the intention of the Parties that the laws of the State of New York should govern the validity of this Agreement, the construction of its terms and the interpretations of the rights and duties of the Parties. Any legal action, suit or proceeding, arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be instituted only in state or federal court in Oneida County in the State of New York, and each party waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the jurisdiction of any such court in any such action, suit or proceeding. Any and all service of process and any other notice in any such action, suit or proceeding shall be effective against any party if given by registered or certified mail, return receipt requested, or by any other means of mail which requires a signed receipt, postage prepaid, mailed to such party as herein provided at the address provided above.

This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts each of which shall constitute an original and all of which when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity

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of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereof; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations.

17. FORCE MAJEURE

Force Majeure. Provider shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute, acts or regulations of public authorities, or other circumstances not reasonably within its control.

18. AUTHORITY OF PARTIES

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such parties for the purpose of duly binding such parties to this Agreement.

19. NOTICES

Any notice required or permitted by the Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the following addresses:

If to County:

Edward Stevens
Oneida County Director of Emergency Services
120 Base Road
Oriskany, NY 13424

With a copy to:

County Attorney
Oneida County Law Department
800 Park Avenue
Utica, NY 13501

If to Provider:

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Law Department
c/o Global Medical Response, Inc.
6363 S. Fiddler's Green Circle, Suite 1500
Greenwood Village, Colorado 80111

20. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Appendix A Standard Oneida County Conditions Addendum, and Appendix B Reports. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ONEIDA COUNTY

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

PROVIDER

DocuSigned by:
Jeffery McCollom
A164B8023FD74BA...
Jeffery McCollom, Senior Vice President

4/11/2023
Date

Approved:

_____
Ellen S. Rayhill, Assistant County Attorney

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Appendix A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 10th day of April, 20 23, 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.

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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)

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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

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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 statue 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;

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

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

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

_____

_____

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

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

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

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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,

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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.

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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.

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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

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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.

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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

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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

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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.

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b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

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

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

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

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

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

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

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Appendix B

Reports

Telephone	Average speed of answer	Monthly
	Average abandon rate	Monthly
	Call volume	Monthly
Quality	# of patients handled	Monthly
	# of patients sent back for ALS and BLS	Monthly
	# of patients referred to clinic and urgent care	Monthly
	# of patients referred to PCP	Monthly
	# of patients referred to self-care	Monthly
Satisfaction	Survey results	Quarterly

- **Advanced Life Support (ALS)** - a set of life-saving protocols and skills that extend Basic Life Support to further support the circulation and provide an open airway and adequate ventilation (breathing).

- **Basic Life Support (BLS)** – a level of medical care which is used for victims of life-threatening illnesses or injuries until they can be given full medical care at a hospital. It can be provided by trained medical personnel, including emergency medical technicians, paramedics, and by qualified bystanders.

- **Primary Care Physician/Provider (PCP)** – a health care practitioner who sees people that have common medical problems; also provides, coordinates or helps a patient access a range of health care services.

2.1.1. Cover Page:

2.1.1.1. Full proposal name and number.

Emergency Communications E911 Call Screening and Diversion #2022-318

2.1.1.2. Submission date and time.

28 June 2022 04:00 P.M.

2.1.1.3. Prime Contractor name (Oneida County/Vendor who is responsible).

Access2Care, LLC

Thank you for the opportunity to demonstrate how Global Medical Response's (GMR) Access2Care, LLC (Access2Care) can design and implement telehealth services and solutions for Oneida County. Our required forms are included in our Exhibits.

Accessing the right healthcare service is never easy. Traditionally, in 911 centers across the country, there is only one option available—an ambulance transport to an emergency department. Our Nurse Navigation Solution is changing that paradigm with a new model that right matches the appropriate level of care based on the caller's medical need. Implementing our Nurse Navigation Solution also allows you to increase the availability for more severe, life-threatening calls. Our delivery model can be customized to meet your needs whether you are in a large metropolitan area or need a solution on a smaller scale. Our successful program in the nation's capital and in communities across the country are making strong case studies for improved access to care.

I will serve as your primary contact throughout this process. My contact information is included in the signature section of this letter. I am an authorized signatory, able to enter into an agreement on behalf of Access2Care.

On behalf of Access2Care, we look forward to participating in this important process and exploring opportunities to provide appropriate, reliable, timely and cost-sensitive services. If you have any concerns or require further elaboration, please contact me via phone or email. Thank you very much for your time and consideration.

Respectfully submitted,

Sean Burton

Sean Burton

National Director Integrated Healthcare
Access2Care, LLC
Sean.Burton@gmr.net | 832.557.7860

2.1.2. Table of Contents:

2.1.2.1. All items listed in Proposal Format in the sequence listed.

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2.1.3. Executive Summary:

2.1.3.1. Summarize understanding of the scope of the RFP (project).

Access2Care's proposed Nurse Navigation program will allow the County to leverage the expertise of our large inter-professional workforce and experience the value of our national footprint, operational infrastructure, and innovative technologies. Our programs are specifically designed to support critical and needed services, provide economies of scale, improve operational efficiencies, and generate substantial savings with optimal return on investments for your organization. The following pages provide an overview our capabilities and will demonstrate a unique approach specifically customized to solve your service problem statements and goals for your program.

I am confident that you will find our cutting-edge programs can be specifically designed to fill in gaps in services, provide economies of scale, improve operational efficiencies and generate substantial savings with optimal return on investment for your community.

2 .1.3 .2. Explain how your solution or approach addresses the requirements provided in this RFP.

Our Nurse Navigation program is designed to fully integrate and implement telehealth services and includes all software, staffing triage protocols, telehealth guidelines and other features to help communities expand access to and more appropriately manage system resources. We package our solution to resolve the "build vs. buy" conundrums many communities face. Access2Care's model leverages economies of scale and offers the County a cost-sensitive bundled solution, based on utilization and featuring menus of customization, all packaged for seamless implementation

Our established telehealth capabilities and partnerships deliver the latest in nurse navigations, telemedicine, remote patient monitoring and other virtual medical solutions. By blending technology and the highest levels of clinical evaluation, treatment and transportation, we believe we are a perfect partner for the County.

Throughout our proposal, we respond to each requirement in *Section 6, Scope of Services*, and provide detail on our fulfillment plan and experience for all objectives.

2 .1.3 .3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.

Overall Description of the Nurse Navigation Services. Calls are managed with the Access2Care Nurse Navigation team located in Dallas, TX and remotely. The Nurse Navigation Team is licensed in the state where service is rendered. Upon receiving warm transfer from PSAP, a nurse will welcome the caller, explain the process of triaging and finding appropriate destination for care. The Nurse clinically triages the caller utilizing Needs Matched Time Appropriate Resources Allocation ("NMTARA") triage system located in Logis CAD. Upon determining acuity level, the nurse will recommend appropriate destination and amount of time, collaborating with caller for

transportation needs. If determined during triage, that care by an emergency department and transport by ambulance is the correct destination for complaint, the Nurse has ability to contact PSAP to dispatch an ambulance. In some areas, we look forward to introducing a mobile urgent care unit which can drive to the patient's location and see them on the scene, allowing the patient to be treated in their own home. The following day, the Nurse Navigation team conducts follow up calls to all callers.

Throughout our proposal, we respond to each requirement in *Section 6, Scope of Services*, and provide detail on our fulfillment plan and experience for all objectives.

2.1.3.4. State exceptions and omissions to stated requirements.

Access2Care has no exceptions or omissions to the stated requirements.

2.1.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.

Access2Care's only assumptions are in the accuracy of the shared information in this RFP process, the completeness of the requirements posted and the County's ability to move forward upon notification of award.

2.1.3.6. Summarize all resources, assumed, or expected, to be provided by Oneida County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.

Access2Care will need access to workgroup leaders to help develop and review workflow and process. In addition, we will need your support for training your team members and establishing core knowledge so that there is continuity in the event there are any new additions to your staff or changes to your personnel. We do not require additional staffing from the County.

2.1.4. Compliance Statement:

2.1.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

Access2Care agrees with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

2.1.5. Project Coordination and Scheduling

2.1.5.1. Provide a work plan with start date, duration, and physical requirements. To be provided for each component if proposed separately.

Access2Care stands ready to begin implementation of services immediately upon contract award, offering rapid start-up of sophisticated, high-performance Nurse Navigation services. We have a strong record of successfully transitioning to serve new systems and continue to gain valuable experience in local and national mobile health programs. Managing transitions in a manner most favorable to our new clients, local leadership and caregivers is a result of methodical and collaborative planning. We also provide a professional project manager who tracks the progress of all implementation plans for our programs.

Our approach requires that we evaluate the required assets, both human and physical, and match our capabilities to the defined standards. It allows us to confidently offer services that we know we can deliver. It also helps us to define a correct and true expansion approach, in collaboration with local partners.

Major Project Tasks. We are committed to operational and financial transparency as well as inter-agency support during the transition process, assuring stakeholders and jurisdiction and CMS employees that we will be ready to start by the agreed upon start date.

Notice to Proceed. Upon receiving notice to proceed, Access2Care will do the following:

- Work with all parties to expedite contract negotiations. We will have all legal documentation readily available, including certificates of insurance and performance bond requirements.
- Immediately activate our implementation team and begin to execute the integration plan.
- Validate our plan and check-off list with CMS and jurisdiction stakeholders, providing continuous transparency.
- Develop an effective command/leadership and integration structure.
- Meet to discuss technology interface needs and roles/responsibilities for integration.

Project Kickoff Meeting. Our implementation team will meet with appropriate leadership and other applicable stakeholders as needed to discuss our transition plan. Together, they will review the plan, verify deliverables, and identify any obstacles to successful implementation. We will confirm our mutual understanding of the purpose and objective of each deliverable. The kickoff meeting will serve to foster effective professional relationships as well as establish plans for future meetings, status reports and issue resolution.

Refine the Implementation Plan. Upon receiving notice to proceed, we will incorporate guidance and feedback from the jurisdiction and CMS into the plan and

provide the local Medical Director with the opportunity to review the plan and provide input. We will also assign specific Access2Care resources to each task.

Establish an Operational Interface. An effective operational interface is critical to the success of communications operation and its ability to efficiently coordinate activities with local partners. The ability for Access2Care and each local customer to coordinate effectively to provide quality service depends heavily on our joint ability to communicate effectively at all leadership levels.

Upon notice of award, Access2Care's Project Director, Lisa Edmondson, will lead the program development and implementation phase of the program. She will be supported by our Director of Integrated Health Communications Systems, and our Director of Integrated Health. Working with the rest of the implementation team, their focus will be to assemble the necessary communications employees and begin integration talks. Additional resources will be augmented through our national support team, which provides transitional management for startup operations, mergers and acquisitions.

Execute Screening, Hiring, & Orientation Processes. Access2Care will begin the processes for screening, hiring and orientation of any additional nurses and nurse navigators needed to provide the nurse navigation service. Our extensive hiring and training processes ensure our personnel will always be appropriately certified and cleared to provide nurse oversight. We maintain certifications in an electronic automated database, so employees receive advance notification of any upcoming expirations.

Day-to-Day Project Management. Our Project Director will be the face of Access2Care throughout the implementation process and will serve as the company's liaison. Additionally, she will be responsible for the following:

- Day-to-day project management, including planning and execution
- Daily review of the system plan, so tasks are completed on-schedule and adjustments made
- When necessary, allocating leadership and equipment resources to augment the plan
- Continuing collaborative planning with all stakeholders

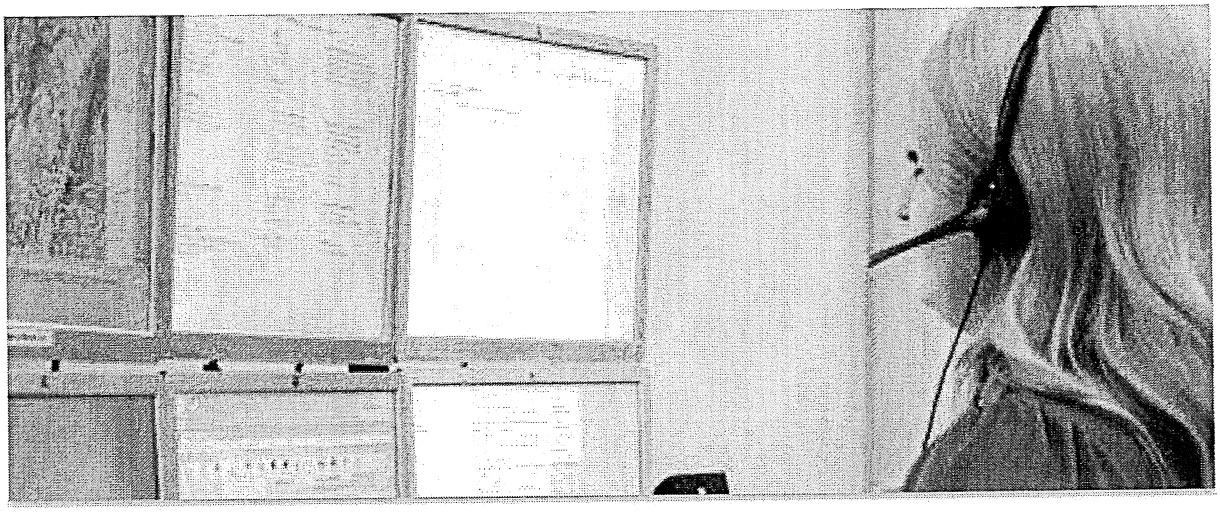
Weekly Progress Status Meetings. We recommend holding weekly status meetings with County liaisons, ensuring that your administration is kept fully apprised of the project status. For each meeting, we will prepare and present an update on all transition activities.

More information on our approach to implementation, including a timeline of activity, can be found in our response to 7 .8. Implementation.

2.2.6. Vendor Responsibilities

2.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

Access2Care agrees. Our proposal is signed by an authorized officer of Access2Care, LLC.



6 SCOPE OF SERVICE

6. I. Introduction

6 .1.1. Oneida County Department of Emergency Communications is requesting proposals for low acuity call screening / diversion from a 911 call center and diverting specific calls that are determined that an ambulance service is not needed. The Oneida County Department of Emergency Communications is looking for a solution to the long ambulance wait times in hospitals. The solution must evaluate the patients' current condition and provide time appropriate resource allocation to meet the healthcare needs per CDC guidelines. The solution will be customizable, turnkey, and integrate with our current Hexagon Computer aided dispatch/Priority Dispatch Medical software. It will be an all-inclusive diversionary system that provides IT, CAD and EMD protocol integration. The goal is to conserve ambulance resources for emergency calls requiring transport to a hospital and provide more appropriate level care for citizens writ large.

Access2Care has carefully reviewed and responded fully to the scope of work for low acuity call screening / diversion from a 911 call center and diverting specific calls that are determined that an ambulance service is not needed.

In recent years, Access2Care has developed and implemented this same service – nurse triage for medical screening – using successful models in communities throughout the nation. Access2Care is a leader in the industry, developing innovation that creates partnership models that expand appropriate and timely delivery of care, while maintaining efficiencies in operation, reporting, pricing and other factors.

Our implementation of nurse navigation programs helps communities reach the goals you have outlined for Oneida County — "to conserve ambulance resources for emergency calls requiring transport to a hospital and provide more appropriate level care for citizens at large."

We are focused on identifying forward-leaning service delivery models that expand access to care, drive operational efficiencies, and provide more options to address nationwide healthcare needs. Access2Care and its parent company, Global Medical Response, Inc. (GMR) already have a supportive relationship with several regions.

If you have any questions about our offerings or would like further information on our implementation of Access2Care's outlined program, please do not hesitate to contact us directly.

Our responses to each requirement can be found on the following pages.

6.2. Respondent's Capabilities / Telehealth services

6.2.1. Please provide information from the Respondent about your use of telehealth medical care settings to facilitate the care of individuals at risk.
6.2.1.1. Describe the process and types of professionals (e.g., psychiatrists, addiction medicine physicians, psychologists, social workers, nurse practitioners, mental health and/or substance use disorder counselors, etc.) who provided consultations in the past.
6 .2.1.2. Describe the clinical scope of your service in determining risk for suicide, alcohol use disorder, and opioid use disorder, and associated workflows (e.g., assessment, diagnosis, brief interventions such as safety planning, referral) of the consultation. If patients/customers are followed by your telehealth service after their ED visit, describe how this is done, and for how long.
6.2.1.3. Describe whether your consultation service has working/active referral relationships with local community-based outpatient mental health and/or substance use disorder treatment specialty clinicians or office-based
6.2.1 .4. If your telehealth service provides community crisis services, and/or works with local crisis services, describe if your efforts also work to divert patients/customers from the ED in the future.

When patients access the Nurse Navigation hotline, an Access2Care Medical Command Center ("MCC") nurse provides a quick patient assessment for life threatening conditions and then take the caller through our proprietary nurse triage protocol to determine the most appropriate focus of care. Our operator uses our proprietary evidence-based clinical decision software to immediately evaluate a patient's current condition, providing a needs-matched, time-appropriate resource allocation ("NMTARA") to meet the patient's unique healthcare needs. Our five-level proprietary triage system ensures we are delivering the right resource at the right time, in the right setting to achieve the right outcome at the right cost.

The focus of care for patients may include in-network resources, care coordination and navigation services, a stand- alone telemedicine visit (telehealth consultation), scheduling assistance with the patient's PCP, a specialized mobile response team, or referral and transport to an alternative destination. The final focus of care is ultimately determined by availability of resources within a geographical response area, in-network qualification, and physician approved protocols.

6.2.2. Describe the nature of the consultation, such as provider-to-provider consultation; and/or direct contact between the consultant and the patient/customer. Information on the types of practices delivered by telehealth consultation, such as screening, evaluation, triage, intervention, disposition.

Our solution can be customized for any consultation configuration and can deliver telehealth services such as screening, evaluation, triage, intervention, and disposition. For example, urgent care visits are first triaged by the nurse. If a need for a telehealth visit is determined, the patient is connected to a healthcare provider via the eVisit platform, and the healthcare provider completes a full clinical evaluation. If a prescription is needed, it is called in to the nearest and most appropriate pharmacy

for the patient to retrieve. We maintain the professional comfort and care of a traditional in-person visit, all in a safe virtual environment.

Among the benefits are the following:

- Safety for citizens during the pandemic, helping to contain potential spread of virus
- Safer and more cost-effective approach to expanding care in community
- Protecting first responders, healthcare workers and other caregivers and medical personnel (physicians, nurses, techs, etc.). by reducing exposure
- Increased availability of first responders for community life-threatening emergencies

6.2.3. Include information on whether the telehealth consultation service has been evaluated, and if so, what outcomes (e.g., repeat ED visits; hospitalization; other health care utilization; deaths) were examined, and over what period of time.

Over the past three and a half years, Access2Care has monitored and reported Nurse Navigation outcomes. While we collect data and monitor call outcomes, the unique needs of each location profoundly influence the exact percentages of call outcomes.

It is important to note that this is our systemwide data, specific location numbers will vary mostly on two customizable factors:

1. The type of calls/dispatch determinates that are sent to the Access2Care system.
2. What resources the local area has for non-emergency care partners.

We find with time, the options for non-emergency partners tends to increase. We can provide a list of typical dispatch determinants that result in a majority of calls being navigated away from the emergency department, but ultimately, we will work with your local medical direction on the determinates that are best suited for Access2Care within your system.

6.2.4. Describe your process that would encourage 9-1-1 callers to access your providers/network for low acuity or behavioral calls by method(s) outside of the 9-1-1 system.

Communication includes several community marketing approaches including FAQs documents (Frequently Asked Questions), program guides to instruct the community how to use and access services, and the engagement of alternative numbers to 911 such as 211 or 611.

6.2.5. Describe practices related to accreditation (e.g., Joint Commission) when using telehealth health consultation (e.g., practices recoded appropriately; privacy risks minimized; and credentialing, privileging, and verifying qualifications), and how those were addressed.

Because Access2Care has an established relationship with Envision and their network of providers, we have access to and are engaged in practices related to accreditation.

Many providers have practices with hospitals and healthcare systems and serve vital roles in maintaining Joint Commission accreditation, among others, for their partner facility. Also, Envision lends expertise in appropriate credentialing, maintenance of HIPAA standards, and other professional considerations such as privileges, background checks, qualifications, scores, etc. The Envision provider partnership alleviates the need to establish or develop new processes to ensure telehealth consultations meet standards.

6.2.6. Describe standards applicable to the telehealth industry, and how you assure compliance.

Envision Physician Services will provide tele-support for treatment-in-place via coordination with EMS for utilization of an integrated telemedicine platform providing instant text and video contact with board-certified and EMS-experienced emergency medicine physicians dedicated to support call volumes as needed. More information on Envision is provided in our response to Question 1.3.

6.2.7. Please provide Information on the types of technologies used for telehealth consultation (e.g., close circuit video; telephone; app-based; asynchronous consultations, etc.).
6.2.7.1. Within the workflow, what decision-making process guides when, and for which patient /customer (e.g., age groups or health disparity populations, socioeconomic status, geographic location, languages, and interpreter services for those. with low fluency in English) telehealth consultation is sought for suicide risk and overdose risk.
6.2.7.2. Describe any efforts to insure cultural sensitivity and linguistic needs.

The Nurse Navigation Team is licensed in-state where service is rendered. Upon receiving warm transfer from PSAP, a nurse will welcome the caller, explain the process of triaging and finding appropriate destination for care. The nurse clinically triages caller utilizing NMTARA triage system located in Logis CAD. Upon determining acuity level, nurse will recommend appropriate destination and amount of time, collaborating with caller for transportation needs. If determined during triage, the Emergency Department ("ED") by ambulance is the correct destination for complaint, the Nurse has ability to contact PSAP to dispatch ambulance. The Nurse Navigation team conducts follow up calls to all callers the following day.

Access2Care's proprietary nurse triage protocol determines appropriate focus of care based on clinical presentation of patient. In addition to clinical presentation, our nurses are skilled in being responsive to other patient needs including language and cultural awareness.

6.2.8. Describe the staffing model and contingencies that would be used to assure 24 hour-a-day coverage, 365 days a year.

Access2Care offers a shared service model with 24/7/365 coverage provided. Through this model, we provide rollover capabilities meaning no downtimes for your telehealth services. Our model engages multiple access resources so that calls rollover

to the next available nurse. For example, if a call comes into the Nurse Navigation team, and the call is assigned to nurse 1, the next call does not have to wait and rolls to the next available nurse. Instead, the subsequent calls are assigned throughout the staff. Access2Care offers redundant systems of support so that all calls are management with little or no wait time.

Conversely, for communities that may staff without the Access2Care solution, limited funding may only allow for few FTEs assigned so that if the primary staff is engaged, the next call may have to wait or be missed.

Access2Care's staffing model provides access and service reliability while controlling staffing costs for communities.

6.2.9. Describe your expectations of the Oneida County Emergency Communications protocols and behavior.

We desire Oneida County to EMD the call and the medical director to make a pre-determination of the appropriate low acuity complaints or PROQA determinants that are eligible to go to the Nurse Navigation team. We would collaborate to decide on your preferred process such as a "warm handoff."

Access2Care has a friendly and effective "warm handoff" process to transfer calls. Immediately, the caller is given the person's name and their qualifications are shared, e.g., "Hello, {County Name} 911, my name is (Name), I am a nurse."

6.2 .10. Describe triage protocols, triggers, and the conceptual internal processes. to reroute at-risk patients back into the 9-1-1 system for emergency dispatch as appropriate.

In our model, the Nurse Navigation team triages the caller and determines the acuity of the patient's complaint. If it is a high acuity need, the appropriate service level agreements (SLA) or scope of work (SOW) guides the warm handoff back to a 911 dispatcher along with determination of Advanced Life Support (ALS) or Basic Life Support (BLS) resources to be sent.

6 .2.11. Describe process for recognition and review of sentinel events, unexpected outcomes, or violations of safety. Describe after-event mitigation practices.

All calls (100%) are reviewed and managed by our quality assurance / quality improvement (QA/QI) process. When a sentinel event, unexpected outcome or safety violation is notes or occurs, service level agreements (SLA) or scope of work (SOW) rules guide escalation of that event to appropriate leadership within fire department. Our process is retrospective, as we learn from events and use that knowledge to inform training and future process improvement and alignment.

Our QA/QI processes include the following: Regular meetings with Joint Operating Committee (JOC) to review accuracy of calls routed to Nurse Navigators and overall performance, Monitoring of Grievance / Complaint Ration to capture caller complaints

and develop pathways to route and address complaints, and Patient Satisfaction measures to include daily call backs within 24 hours of engagement. Monthly reports on several metrics are provided and reviewed. Midstream adjustments are made, as needed.

6.3. Description of Technical Design

6.3.1. The Respondent should provide information about overall system design including, as applicable,

the following:

6 .3. I. I. Hardware Requirements and Specifications

6 .3.1.2. Operating system/software environment

6 .3 .1.3. Physical security features

6 .3.1.4. Detailed network requirements and protocols

6 .3.1.5. Data Security protocols

6 .3 .1.6. Database environment and storage

6 .3 .1. 7. Description of the user interface, including browser-based screens for all functions of the system

6 .3 .1.8. Description of the installation process

6 .3 .1. 9. Description of application security and auditing features

6 .3 .1.10. Detailed interface requirements

Our primary operating systems are LOGIS CAD, and eVisit. More information on LOGIS can be found in our response to Requirement 7.2.7.2., 7.3.4, and 7.1.1.8. Information on our partnership with eVisit can be found in our response to Requirement 7.5.2. Access2Care would provide more information on our proprietary technical design upon award or execution of a non-disclosure agreement.

Access2Care's Nurse Navigation solution and the technologies that support the program are designed with the sensitivity and knowledge of the levels of reliability and safeguarding needed to create a dynamic healthcare-centered solution. Certainly, there are technology companies who can offer software and hardware to address some problem statements. Only Access2Care has a full-package approach that combines expertise with innovation and proven models for delivery of care.

Our technologies meet the stringent standards for complex EMS systems as well as healthcare facility settings. The same security protocols and practices that govern our responsible management of electronic patient care reports (ePCRs), are also applied to our applications, auditing and interface.

We would like to provide you with a tour of our services virtually or in person, as desired by your team.

6 .3.2. Describe and demonstrate all relevant technologies to its services, including whether all technologies can be congruent/compatible with the Oneida County Emergency Communications 911 telephone, computer, radio, or other communication/information devices, including redundancy technologies and practices for continuity of services, data storage, and information retrieval.

Access2Care features agile services and solutions that are customizable and that can be integrated with a variety of existing technologies. For example, we manage a CAD-to-CAD model in Washington, D.C., as well as in other communities, with fully integrated systems that facilitate call handoff within the system environment. As part of GMR, Access2Care and other GMR operating subsidiaries have experience as system providers, working with local Public Safety Answering Points (PSAPs) to streamline call taking and dispatching of resources, with full integration across telephonic, computer, radio and other communications mediums.

6 .3.3. Demonstrate services and technologies that supply remote electronic audio/visual services for the
purposes facilitating conversations between patient, the Respondent's medical provider(s), and Oneida County Emergency Communications. Include description of limitations of devices and technologies.

We use a HIPAA compliant web-based platform, eVisit, which can be accessed through any smart device, laptop or desktop with web access capability. Limitations are only related to the user's web access.

6 .3.4. Describe data storage, security, retrieval, and retention practices

Data storage, security, retrieval, and retention practices are managed and maintained by our vendor, Envision. In addition, Access2Care provides transparent and timely reporting and preserves all records to thoroughly document the process for each call, using the Logis CAD system which seamlessly can integrate call intake and dispatch services, as well as customizes reporting processes. We will generate and submit regular statistical data reports. Our team will address details of our service and swiftly resolve any operational, clinical, or personnel challenges that may arise. With more than 20 million patient records on file, Access2Care has an extensive relational database for report comparison, providing the ability to layer-on 300+ pre-built reports and data points. We will utilize these customer-focused performance metrics to monitor data for trends, update local protocols and improve the service we provide. All reporting is compliant with HIPAA privacy and security regulations (SOC2).

6.4. Training / Anticipated Learning curve

6 .4.1. What types of training are established for the above-mentioned services?

Access2Care has a training template for 911 call takers to follow. We send our national director of nursing to conduct and oversee training as part of our implementation process. Using a train-the-trainer model, we develop subject matter experts among the local team who can provide continuous training for new employees throughout the contract. We also provide ongoing access and support from our training leaders at our MCC and regional operations.

Our extensive hiring and training processes ensure our personnel will always be appropriately certified and cleared to provide nurse oversight. We maintain certifications in an electronic automated database, so employees receive advance notification of any upcoming expirations.

6 .4.2. How many end users have you trained in previous implementations? Provide details.

Access2Care has successfully trained over 200 911 call takers and dispatchers. Due to the level of individualization needed to effectively train call takers and dispatchers on the systems, software and technology of their local center, AMR does not conduct the local training itself. However, we have built a curriculum platform that customers integrate into their own custom, trainer-led materials.

6 .4.3. Describe the initial and ongoing training of Oneida County Emergency Communications staff. Include hours and frequency.

For dispatchers, training takes only one (1) hour, and for crews, only 30 minutes. These trainings are typically delivered virtually and feature best practices for quickly identifying eligible call types while on scene and instructions for routing the call to a nurse. These measures ultimately relieve the crew for service for more advanced call and system needs. A sample of our curriculum can be found in Exhibit 01.

6 .4.4. What is your anticipated learning curve for the various user groups at the Oneida County Emergency Communications? (Administrators, Supervisors, Front Line Users, Training department)

Based on experience implementing and training similar user groups, we anticipate the learning curve will be approximately six months. We have seen immediate and progressive results with our Nurse Navigation program. Soon after go-live, communities see approximately 5% of 911 call volume converted to low-acuity solutions. The conversion ramps up to 10-12% within 6-month period.

6 .4.5. How successful has your firm been with training to the various types of user groups referenced above?

Access2Care's training programs have proven very successful. To date, we have trained more than nine (9) operations effectively.

6 .4.6. Existing service and product literature and prepared marketing materials may be included; however, this information is less useful than a more detailed user and technical document. Please include information on the following, where applicable:
6 .4.6.1. Types of education available
6 .4.6.2. Electronic Mail communications
6 .4.6.3. Telephonic communication options available
6 .4.6.4. Language translation

Samples of our marketing material and outreach information are included as Exhibit 02.

Access2Care's action plans feature working with the Public Information Officer to coordinate community education, marketing efforts, and use existing area resources such as social media, mailings, website, media, etc. A significant focus in implementation is given to the education of the community/users. Access2Care believes and has seen proof that the effectiveness of communication and education affects the success of overall project and the ease of implementation.

Communication includes several community marketing approaches including FAQs documents (Frequently Asked Questions), program guides to instruct the community how to use and access services, and the engagement of alternative numbers to 911 such as 211 or 611. Access2Care has the ability to connect to local 211 services or social services including directly connecting from the nurse to a telehealth provider or to arrange transportation, if needed. The features listed below are all within the expert capacity of our nurses, even when those needs extend beyond clinical care.

Access2Care is poised to serve diverse communities of many cultures and ethnicities, creating more access to care and community care resources. We operate a program centered on equality, compassion, and cultural awareness. Access2Care will provide 24/7 access to triage services, no matter caller's primary language. To address Limited English Proficiency ("LEP") callers requesting triage services, Access2Care uses a combination of multilingual dispatch personnel and Language Services Associates (LSA) for over-the-phone interpretation services in over 200 languages. Using LSA, the triage process will take place through a three-way conference call between the LEP caller, our LSA interpreter, and the nurse or nurse navigator. During the hiring process, our local human resources staff hires individuals with multi-lingual capabilities. We reach out to local job centers, workforce development programs, local colleges, and other local resources to recruit multi-lingual dispatch personnel. Our nurses are available 24/7 and are the first option for LEP callers requiring assistance.

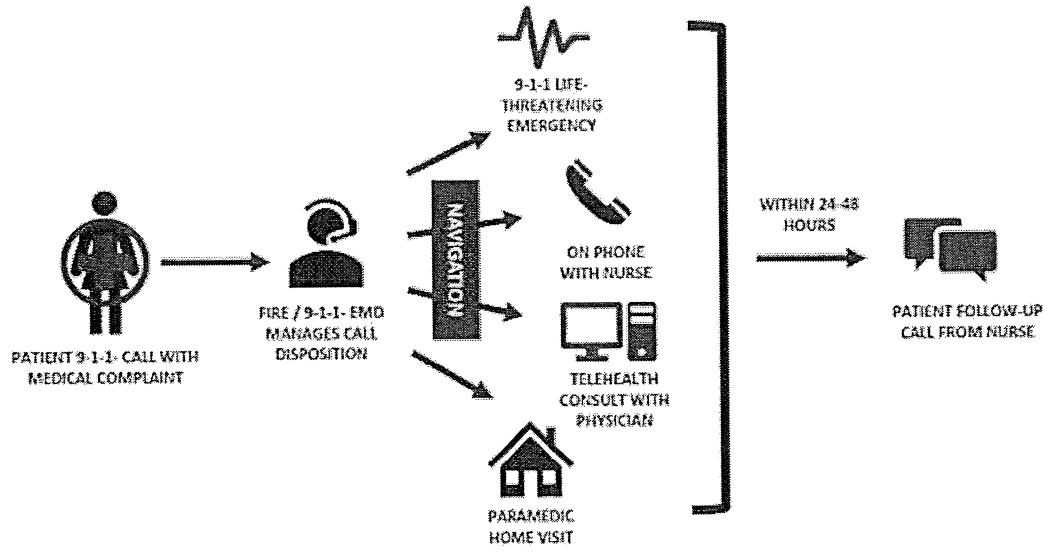
6.5. Description of System Functionality

6.5.1 Documentation should be provided that is descriptive of the functions supported by the system.

Accessing the right healthcare service is never easy. Traditionally, in 911 centers across the country there is only one option available—an ambulance transport to an Emergency Department. GMR Access2Care Nurse Navigation solution is changing that paradigm with a new model that right matches the appropriate level of care based on the caller's medical need. This model provides better management for low acuity calls. Implementing our Nurse Navigation Solution also allows you to increase the availability for more severe, life-threatening calls.

Access2Care's Nurse Navigation services include the following features:

- Nurse triage protocols
- Nurse call center support and answering services
- Nurse navigation services
- Nurse clinical advice
- Telehealth remote patient monitoring and response
- Virtual outreach, engagement, and education programs
- Virtual physician visit facilitation
- White labeled scripting
- Advanced logistics and resource management platform
- Online Ordering System Utilization by Nurse Navigators
- One touch access technology
- Data capture and detailed reporting capabilities



The heart of all the nurse and physician telephonic support programs is our Medical Command Center (MCC). The MCC is a clinical practice of medicine that utilizes a national network of care coordinators and communication centers to link 911 call centers, nurse navigators, physicians, and mobile medical response teams together. Our MCC provides world-class care coordination, patient navigation, and unplanned care services 24 hours a day, seven days a week, 365 days a year. Our MCC solutions are turnkey and customizable to meet your needs:

White-labeled Hotline. For customers, we can utilize an existing call routing process or Access2Care can provide a unique toll-free phone number that you can distribute to your desired patient population. We can also distribute this number during the during enrollment process for your patients referred to this program. Our MCC nurse navigators answer all calls that come into the center utilizing a white- labeled answering script tailored to client specifications. This helps improve patient acceptance and perception of continuity of care.

Patient Assessment & Coordination. When patients access the hotline, an Access2Care MCC nurse provides a quick patient assessment for life threatening conditions and then take the caller through our proprietary nurse triage protocol to determine the most appropriate locus of care. Our operator uses our proprietary evidence-based clinical decision software to immediately evaluate a patient's current condition, providing a needs-matched, time-appropriate resource allocation ("NMTARA") to meet the patient's unique healthcare needs. Our five-level proprietary triage system ensures we are delivering the right resource at the right time, in the right setting to achieve the right outcome at the right cost.

The focus of care for patients may include in-network resources, care coordination and navigation services, a stand- alone telemedicine visit, scheduling assistance with the patient's PCP, or a specialized mobile response team. The final locus of care is ultimately determined by availability of resources within a geographical response area, in- network qualification, and physician approved protocols.

Telephonic Outreach. In addition, Access2Care can provide telephonic outreach to desired populations to assist in scheduling of primary care physician appointments for high risk/chronic care condition patients who have not had recent required visits with their PCP, provide care coordination and navigation services, and deliver patient care education.

Similarly, our MCC personnel can provide remote patient monitoring and telehealth facilitation services for specific high risk/chronic care condition patients who would benefit from the utilization of electronic outreach, engagement, education and protocol driven alert response.

6 .5.2. Describe any third-party alliances, relationships, or dependencies.

Envision Physician Services. Access2Care uses our partnership with Envision Physician Services (Envision) to deliver treatment in place services, via telehealth. Envision's large national provider resource and recruitment strength pool allows us access to state-licensed providers as needed to accommodate telehealth referral volume needs per state. Envision currently employs nearly 17,000 licensed emergency medicine physicians across the United States.

Our established telehealth partnerships deliver the latest in telemedicine, remote patient monitoring, and other virtual/OnDemand medical solutions. By blending technology and the best clinicians in the industry, Access2Care will ensure your members get right care at the right time in any setting.

Our integrated programs are specifically designed to fill in gaps in services, streamline operational efficiencies, and create system-wide savings with optimal return on investments. Access2Care and its affiliates use technology that is state-of-the-art and is used to deliver real-time remote monitoring services, access to virtual care providers, point of care testing, and electronic patient care reporting in any setting.

Through our partner, Envision, physicians dedicated to providing tele-support will be board-certified and EMS- experience emergency medicine physicians licensed as appropriate per state. Envision will follow Access2Care protocols per appropriate treatment criteria. Envision providers use evidence-based protocols to determine appropriate levels of care, reviewed with our clinical partners to meet patient need. We also offer numerous protocol models developed by our physician leaders.

Envision's strong organizational effectiveness, clinical and operational management expertise, and sizable national resource pool enable us to effectively meet Access2Care's multi-state coverage needs in a way that most physician organizations cannot. The Envision Telemedicine model allows us to provide high-quality, value-based services to our partners through:

- Dedicated telemedicine physician leadership with talent and time to enhance engagement and education
- Comprehensive quality metric tracking that includes multiple data collection points for each patient
- Operational and administrative management infrastructure to allow physician focus on medical care
- Comprehensive infrastructure allows us to provide the most efficient pricing models
- Demonstrated excellence in rural market outreach, care coordination, and network development
- Access to cutting edge telehealth technologies for seamless and coordinated remote care

Envision Physician Services will provide tele-support for treatment-in-place via coordination with EMS for utilization of an integrated telemedicine platform providing instant text and video contact with board-certified and EMS-experienced emergency medicine physicians dedicated to support call volumes as needed.

Envisions national scope and resource pool allows us the unique capacity to scale to suit programs needs across diverse regions. Envision is confident in our ability, even given regional market variables, to be capable of implementing this treatment in place model, scaled as appropriate, within 30 to 60 days.

Envision achieved tele-emergency medicine success with Huron Valley Ambulance in Michigan. Envision initiated their first 24/7 tele-emergency program to support multi-county EMS in this area in July 2015. This was the first program in Michigan to respond to select 911 calls with a two-way video-equipped EMS unit designated to treat patients in place. Specially trained paramedics provide a variety of on-scene services to reduce preventable emergency center visits. Envision physicians support this program by providing quality reviews, paramedic education, medical direction, coordination of care, consultation services, and medication prescriptions for patients receiving care. Results include the following outcomes:

- Patients report top decile satisfaction with the care delivered.
- Successful in treating over 50% of patients in place without need for EMS transport, resulting in a significant financial savings for local payors and healthcare systems.

Envision provides national quality oversight via our executive clinical leadership structure to ensure continuous accountability as well as continued adherence to innovative best practices. The following clinical and operational executives will provide oversight and support for selecting physician candidates from amongst our recruitment pool and will ensure continuous quality oversight, operational effectiveness and efficiency, and clinical support.

eVisit. Access2Care facilitated an extensive request for proposals evaluation to identify a telehealth platform optimized for telehealth, nurse navigation, and ET3 programs. Seventeen telehealth platforms were evaluated leading to the selection of eVisit – one of America's leading virtual care platforms. Founded in 2014, eVisit's goal is to simplify the way healthcare organizations deliver care to their existing patients. They are now a market leader in virtual care platforms—serving some of the largest health systems in the nation.

To bring virtual care to emergency medical services (EMS), eVisit reconfigured its platform for the unique needs of first responders. Within 60 seconds of launching the platform, EMS crews can get connected with any emergency department physician listed as available on the provider network.

The workflow for intake and patient preparation is fast and efficient enabling quick launch of the two-way video exam. After the EMS crew and patient exit the virtual exam room, the remote emergency department physician can complete their exam write-up, discharge prescriptions, and initiate billing as necessary.

Scheduling Manage appointments across multiple providers, set availability, and see upcoming appointments.	**Intake** Configure intake questions for any specialty. Match your physical intake process, digitally.	**Waiting Room** Efficiently route and queue patients to the right provider and prep patients for their exam.
Video Exam Meet with patients over HIPAA compliant, HD quality video to diagnose and treat patients.	**Discharge** Send prescriptions to over 70,000 pharmacies nationwide with one click. Collect payment as needed.	**Analytics** Analyze visits, average wait times, average visit times, patient experience ratings, and more.

We know telehealth is a journey into the unknown for the field of EMS. Operating procedures, clinical workflows, and technical requirements will all require adaptation as we learn in the field. We need a telehealth platform that can adapt with us and a telehealth company that will respond to our unique needs. Access2Care believes eVisit is that company, and we are confident they will help us achieve this unique mission at the crossroads of healthcare, public health and public safety

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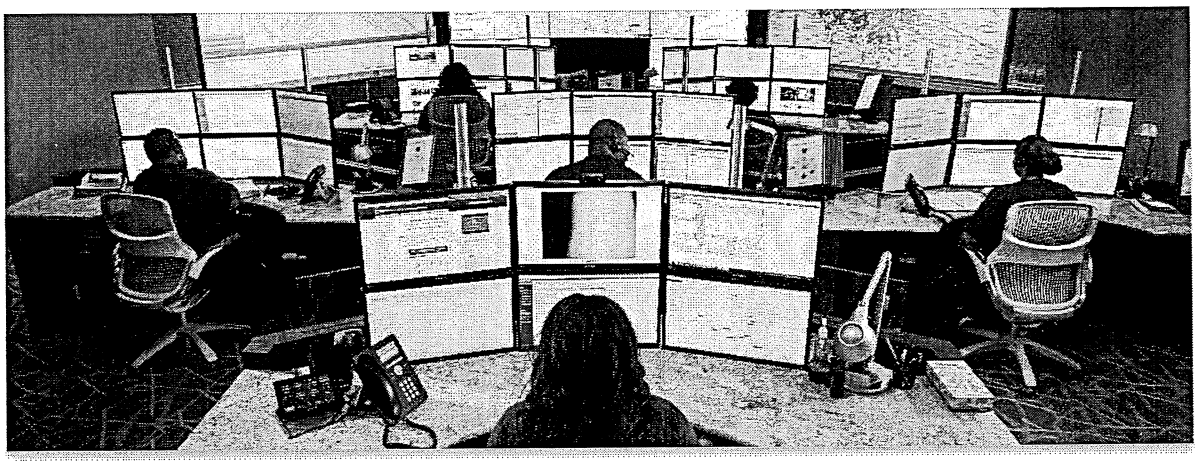


6. 6. Consulting Services

6 .6.1. Describe your recommended engagement/scope of work to implement your telehealth services and software/hardware at the Oneida County Department of Emergency Communications.

Access2Care uses a reliable and proven third-party vendor as part of our telehealth services package. Our uniquely assembled solution brings telehealth services including hardware and software-ready to implement for your community. Through our partnership with Envision, we also use eVisit, a market leader in virtual care platforms. Within 60 seconds of launching the platform, EMS crews can get connected with any emergency department physician listed as available on the provider network.

6 .6.2. Have you provided consulting services with another governmental agency? If so, please provide reference and scope of work information in detail.

Access2Care has provided consulting and implementation services to jurisdictions nationwide, including Washington D.C., Dekalb, GA, Rochester NY, and Seattle WA. Details on our Washington D.C. and Dekalb County, GA programs can be found in our response to Requirement 7.9.2.

6 .6.3. Describe your process for onboarding providers/provider groups? How would you outsource your services to, and onboard local providers/provider groups?

Our partnership with Envision offers locally licensed physicians. Envision's large national provider resource and recruitment strength pool allows us access to state-licensed providers as needed to accommodate telehealth referral volume needs per state. Envision currently employs nearly 17,000 licensed emergency medicine physicians across the United States.

6 .6.4. Describe how you assure that all individuals acting as agents or subcontractors, services, and technologies are HIPAA compliant.

Access2Care, its parent and family of companies, and any of its contractors related to this scope of work will comply with all provisions of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This includes, but is not limited to, provisions addressing privacy, security, and confidentiality.

- AMR, also a GMR company, was one of the first U.S. ambulance companies to design a comprehensive Corporate Compliance Program. This rigorous program has been in effect since 1998, five years before the U.S. Department of Health and Human Services issued guidelines for ambulance compliance programs. It covers our Code of Business Conduct, General Compliance guidelines, and HIPAA regulations.
- We employ a full-time Chief Compliance Officer who reports directly to our senior leadership personnel. Our Ethics and Compliance Department is heavily involved in all business decisions.

- As each employee completes compliance training, they certify either electronically or in writing that they are aware of and understand our compliance program and Code of Business Conduct and Ethics.
- All employees receive training during orientation and during annual updates on the practical applications of HIPAA.

In addition, Access2Care can provide secure technology that protects the sensitive information collected from your patients. We have established a comprehensive HIPAA compliance program related to safeguarding Protected Health Information (PHI). The requirements for protecting patient privacy continue to evolve with the implementation of state privacy statutes and the recently enacted HITECH Act.

Our HIPAA compliance program remains well-positioned to meet the increased expectations of patient privacy and electronic data security and includes the following:

- A Privacy Officer to implement, oversee, and enforce the HIPAA program
- A set of HIPAA compliance policies and procedures that provide all employees with the appropriate procedures and protocols to ensure compliance with the Privacy and Security Rule
- Mandatory new-hire and annual HIPAA education and training for all employees
- A dedicated HIPAA Helpline number to report concerns or questions available to all employees, patients and customers and vendors
- State-of-the-art information technology systems with encryption capabilities to protect the electronic patient data maintained by our organization

Ethics and HIPAA training are required for all employees upon hiring. It is then a core part of their annual reviews. All relevant information on our compliance and HIPAA policies are available to our employees at any time, via our Compliance Department, their supervisor or on the Access2Care intranet.

Access2Care's policies extend to all individuals acting as agents or subcontractors.

6. 7. Description of service, Product support and Maintenance

6 .7.1 Comment on the following where applicable:

Please see answers below.

6 . 7. 1. 1. Manuals

Access2Care has manuals, SLAs, SOWs, and protocols developed to provide details and guidance to our Nurse Navigation program and our partners. These items are proprietary, and upon notification of award or execution of a non-disclosure agreement (NDA), we are happy to provide full details on our Nurse Navigation program design.

6 . 7 .1.2. Provide existing EMD or triage protocols

Access2Care has existing EMD and triage protocols.

Nurse navigation assures more appropriate care for the low acuity patient, at the same time ensuring better utilization of emergency resources. Access2Care has already successfully implemented EMS-based nurse navigation services in a number of locations around the country. The key objective of this program is to provide the low acuity patient with alternatives to the emergency department (e.g., nurse advice, urgent care, or primary care visits) and assure adequate follow-up. The local EMS Medical Director would have full involvement in program design and authority to approve the EMD-based procedures and protocols associated with the program.

Access2Care's National Director of Nurse Call Centers will have the authority to manage all essential functions including protocol development and implementation, clinical quality improvement processes and support and oversight for medical personnel. She will oversee all aspects of the program including clinical protocols development and oversight by working closely with the medical director on quality and operations, overseeing relationships with, local officials, interacting with local alternate destinations such as urgent care and Federally Quality Health Clinics, and other functions.

NMTARA protocols are current and active, reviewed on regular basis with Quality Committee and Medical Director.

Medical Director will provide clinical oversight of triage protocols. The Nurse Navigation program will be staffed with Registered Nurses and LVNs proficient with telephonic patient assessment, strong written and verbal communication skills and adaptable with expanding technology tools. Nurses will be actively licensed in Arizona. Orientation to Nurse navigation will include self-study, guided study, and active practicing of triage protocols, navigating appropriate destinations and local geography.

6 .7 .1.3. Onsite and Offsite training

Nurses will be actively licensed in New York. Orientation to Nurse Navigation will include self-study, guided study, and active practicing of triage protocols, navigating appropriate destinations and local geography.

6 .7.1.4. Helpdesk Operations

Our Nurse Navigation Department is fully staffed 24/7. For customers, we can utilize an existing call routing process or Access2Care can provide a unique toll-free phone number that you can distribute to your desired patient population. We can also distribute this number during the during enrollment process for your patients referred to this program. Our MCC nurse navigators answer all calls that come into the center utilizing a white- labeled answering script tailored to client specifications. This helps improve patient acceptance and perception of continuity of care.

6 .7 .1.5. Frequency and acquisition of upgrades

Upgrades are evaluated routinely and provided as needed.

6 .7 .1. 6. User feedback procedures

All calls (100%) are reviewed and managed by our quality assurance / quality improvement (QA/QI) process. When a sentinel event, unexpected outcome or safety violation is notes or occurs, service level agreements (SLA) or scope of work (SOW) rules guide escalation of that event to appropriate leadership within fire department. Our process is retrospective, as we learn from events and use that knowledge to inform training and future process improvement and alignment. SLA and SOW for feedback procedures are determined during the implementation process

Our QA/QI processes include the following: Regular meetings with Joint Operating Committee (JOC) to review accuracy of calls routed to Nurse Navigators and overall performance, Monitoring of Grievance / Complaint Ration to capture caller complaints and develop pathways to route and address complaints, and Patient Satisfaction measures to include daily call backs within 24 hours of engagement. Monthly reports on several metrics are provided and reviewed. Midstream adjustments are made, as needed.

6 .7 .1. 7. 24/7 and 3 65 support procedures

Access2Care provides a unique 24/7/365 toll-free phone number that you can distribute to your patient population. Our Medical Command Center (MCC) nurse navigators answer all calls that come into the center utilizing a white- labeled answering script tailored to client specifications. This helps improve patient acceptance and perception of continuity of care.

When patients access the hotline, an Access2Care MCC nurse provides a quick patient assessment for life threatening conditions and then take the caller through our proprietary nurse triage protocol to determine the most appropriate locus of care. Our operator uses our proprietary evidence-based clinical decision software to immediately evaluate a patient's current condition, providing needs-matched time-appropriate resource allocation (NMTARA) to meet the patient's unique healthcare needs.

Additionally, Access2Care provides telephonic outreach to desired populations to assist in scheduling of Primary Care Physician (PCP) appointments for high risk/chronic care patients who have not had recent required visits with their PCP. This can be facilitated with integration of scheduling platforms.

6 .7.1.8. Describe methodology to collect and meaningfully interpret data as it pertains to health outcomes, patient and. community risk reduction.

Access2Care maintains ongoing processes to monitor and capture data. All data is captured and managed through eVisit platform and LOGIS CAD platforms. State-of-the-art communications technology used effectively by experienced people is essential for getting resources assigned on time to support the community and its responding stakeholders and first responders. Access2Care keeps pace with leading-edge technology throughout region and the nation.

Access2Care provides transparent and timely reporting and preserves all records to thoroughly document the process for each call, using the Logis CAD system which seamlessly integrates call intake and dispatch services, as well as customizes reporting processes. Our Logis CAD features an intelligent logistics engine that helps us choose the right resource for the right patient at the right time. Frequency of reporting is determined by the County. We work with you to design and deliver weekly, monthly or quarterly reports.

6 .8. Implementation

6 .8.1. Please provide the benchmark timeline for rollout and explain any deviations and/or adjustments:

We anticipate full implementation of Nurse Navigation and our online ordering capabilities to be completed within 90-120 days of award.

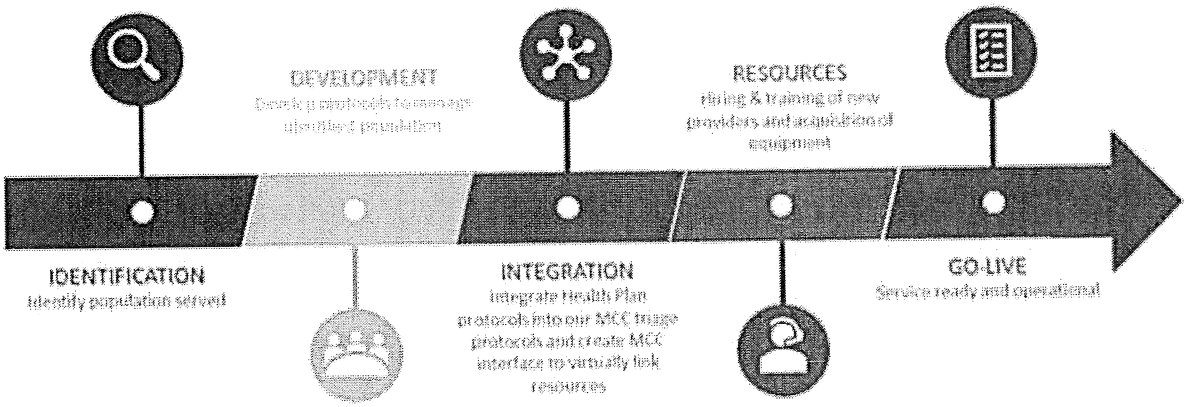
Beginning below, we have provided a matrix of our implementation tasks for this contract, identifying the duration of each. Many variables drive the implementation timeline for a project of this complexity. A key strength of our process is the total management of virtually all tasks. We work to streamline all parts of the implementation process and make the transition as easy on the community as possible. Additional resources will be augmented through our national support team, which provides transitional management for startup operations, mergers, and acquisitions, and hiring events for nurses, all with the goal of all projects being live by your anticipated goal date.

#	Task	Duration
1	PROJECT INITIATION	
1.1	Bid Award Notification	1 day
1.2	Contact Negotiation & Legal Approval	30 days
1.3	Conduct Project Kickoff	1-2 days
2	PROJECT SCOPING & FRAMING	
2.1	Scope of Work	7-14 days
2.2	Operational Scoping / Framing / Planning	14 days
2.3	Assigning Roles and Responsibilities	1-7 days
3	PRE-PROGRAM IMPLEMENTATION	
3.1	Project Coordination	14 days
3.2	Clinical Implementation	14-30 days
3.3	IT/IS Build/Implementation	30-60 days
3.4	Business & Operational Build/Implementation	30 days
3.5	Recruiting/Hiring/Staffing	30-60 days
3.6	Training/Education	14 days
3.7	Finance/Revenue	14-30 days
4	GO-LIVE AND PROGRAM LAUNCH	
4.1	Develop supervisory plan to manage start-up initiatives and objectives	7 days
4.2	Assign supervisory positions	7 days
4.3	Develop operational periods	14 days
4.4	Provide regular briefings	Ongoing
4.5	Complete mock start-up at a prescheduled period to actual go-live day	7 days
4.6	Go live	1 days

6.8.2. Please explain your implementation methodology.

Access2Care's implementation methodology involves the careful assembly of our resources, management team, and organizational expertise. We are able to begin implementation of this Agreement immediately upon award. We anticipate full implementation of Nurse Navigation and our online ordering capabilities to be completed within 90-120 days of award.

Immediately upon award, Access2Care will work with the County to identify a mutual project team and begin the implementation process. This is summarized in the graphic below.



We are proud of our strong track record in successfully transitioning to serve new clients and systems. Managing these transitions in a manner most favorable to our new clients, local leadership, and caregivers is a result of methodical and collaborative planning. Our approach requires that we evaluate the required assets, both human and physical, and match our capabilities to the defined standards. It allows us to confidently offer services that we know we can deliver.

We have never failed a readiness review and all implementations were delivered on time and within budget. We have not had a contract terminated by a client for cause within the last five years. We have had no terminations for non-performance, nor been subject to default, received notice of default or failure to perform on a contract.

6. 9. References

6 .9.1. List the names of any public agencies of a similar size to Oneida County where you implemented your system/hardware

Access2Care has several programs across the nation that are partnerships with public agencies. We provide details on two successful partnerships--Washington, D.C. and DeKalb County, GA—in our response to Requirement 7.9.2.

6 .9.2. The vendor should at least list the previous projects achieved, providing the following:
6 .9.2.1. Name of client, including contact information.
6 .9.2.2. Indicate if the client is a public agency.
6 .9.2.3. The size of the agency.
6 .9.2.4. The size of the support fleet
6 .9.2.5. The current business intelligence functionality being used.
6 .9.2.6. Contract duration

In recent years, Access2Care has worked together with our partners to develop new and effective ways to manage non-medical and non-emergency transportation, decrease avoidable hospital readmissions, improve system utilization of frequent 911 callers, and integrate multiple resources to better care for patient populations.

Summaries of three of our current operations and programs are described below.

Right Care, Right Now Program in the District of Columbia (March 2018 to Present)

Company	DC HEALTHCARE COLLABORATIVE
Address	2000 14th street NW, #500, Washington DC
Contact Name/Title	Edward Mills III, Assistant Chief
Phone | Email	202-673-3320 | edward.mills@dc.gov
Public Agency	Yes
Size of Agency	Handles approximately 420 calls per day
Support Fleet	Approximately 29 EMS units

Our nurse triage line at the local 911 communications center assesses medical urgency in calls and steers non-severe cases away from emergency crews and toward proper medical providers. The goal of this program is to reduce demand on the overtaxed EMS system, offload the overcrowded emergency departments (EDs), and provide better patient outcomes through care delivery at primary care and/or urgent care sites. Support fleet size and current business intelligence functionality features are not applicable for this contracted partnership.

Our Nurse Triage Line coordinates home visits to patients that receive in home care after calling 911 and speaking with our highly trained nurses. Ready Responders dispatch specially trained EMTs to provide health navigation, education, and management programs designed to provide whole person care to those who

frequently utilize the hospital and/or have multiple inpatient stays for non-acute, non-emergent needs. One important aspect of this is ensuring the patient establishes a connection with a primary care provider (PCP) who can serve as an ongoing reliable home base for care and provide referrals to specialty providers. Other items that the patient and Responder address during weekly visits include, but are not limited to:

- Medication and disease management and education
- Vitals checks
- Coordinating and aligning their providers so patients have an agreed upon and easily followable care plan for addressing social and medical needs
- Identifying and addressing the root cause of non-acute frequent hospital visits – Responders will accompany patients to pharmacies, help patients access transportation and schedule appointments

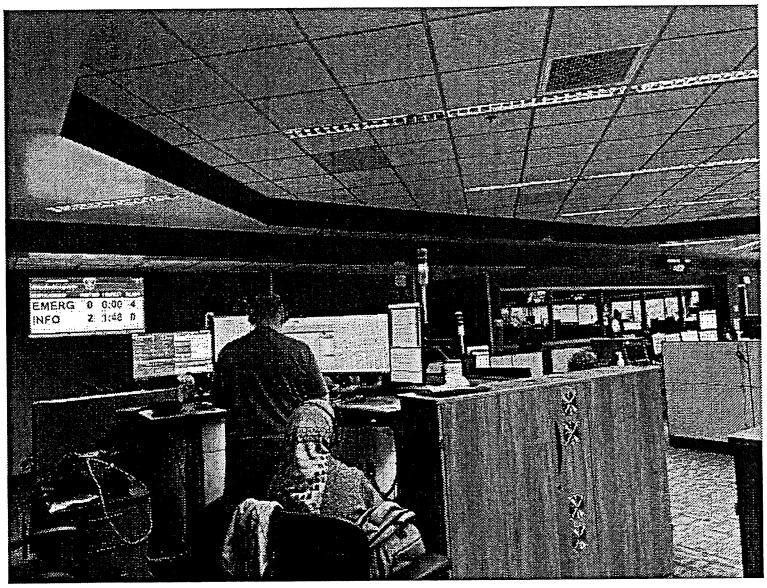
Highlights of the collaborative program are described below.

- Access2Care's system is fully integrated into the District of Columbia's 911 system and allows for CAD- to-CAD interface of voice and data between 25+ healthcare systems
- Our staff answering calls referred to the center have a Registered or Vocational Nurse license and possess a minimum of five years of paramedic, ED, acute care and/or triage experience
- We provide the operational infrastructure and equipment, program management, system design, system integration, personnel, and oversight to implement and manage this effort
- Our system interfaces with the Health Information Exchange (HIE) and various local medical provider's Electronic Health Record (HER) systems, which aggregate patient data into a profile used to make a triage treatment determination and recommendation
- Our technology automatically provides the nurse navigator with the names and locations of clinics, case worker's information, insurance carrier, transportation vendors, doctors, and patient information to coordinate referral and transportation to an appropriate clinic
- We create and maintain preset clinic site walk-in availability and can restrict access to these particular clinics once the last available space has been utilized for each day

Onodaga County Emergency Communications E911 Call Screening and Diversion
(November 2021 – present)

Company	ONODAGA COUNTY
Address	421 Montgomery Street, Syracuse, NY 13202
Contact Name/Title	Kevin Spraker, Onodaga County Dept. of Emergency Communications
Phone | Email	315.435.1437 | KevinSpraker@ongov.net
Public Agency	Yes
Size of Agency	Approximately 300,000 calls per year.
Support Fleet	16 police departments, 58 fire departments, 14 EMS agencies

"Onogada County sending non-emergency calls to nurses to cut ER visits"
WRVO | Ellen Abbott



Onondaga County is hoping to ease overcrowded emergency rooms in central New York by putting nurses on the end of certain calls to 911.

The county has hired a company out of Texas to take non-emergency medical calls in what's called a nurse navigator program. County Executive Ryan McMahon said the goal is to prevent unnecessary emergency room visits.

"We really need to eliminate the folks who don't need to go to the hospital. This helps do that," McMahon said. "Right now, with the stress on the health care system, we can't have those things happening anymore, and we think this is a step in the right direction."

County officials say an average of 20 calls a day to 911 are from people requesting an ambulance but have minor medical issues. Local 911 dispatchers, who come across these non-emergency medical calls, will rout them to a Global Medical Response Nurse Navigation team.

"The nurse clinically triages them to ensure they're low acuity and navigates care appropriately, said Lisa Edmondson of Global Medical. "The nurse does have the ability if something comes out in the story that creates a higher acuity level to send them back to dispatch. So they will get an ambulance transport in those scenarios."

Other alternatives could be a telehealth visit, or transport to an urgent care center via a ride-sharing service. Edmondson said this works for things like minor injuries or illnesses. This can eliminate some unnecessary trips to the ER.

"Essentially, emergency rooms have served as primary care providers for so many people in the community," said McMahon. "And we're taking that sliver of care and it frees up capacity for our emergency rooms and our ambulances."

The program has already started. On the first day one patient received a telehealth visit, three went to an urgent care center, and seven got ambulance service.

Julie Corn expects at the outset, this could reduce the number of ambulance trips to the ER by 10%.

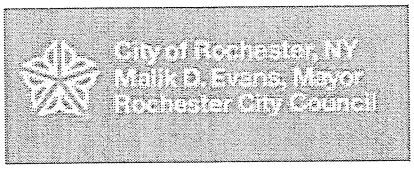
"This isn't going to solve all those problems, but it's going to help," said Corn. "And that 10% is going to grow over time."

City of Rochester/Monroe County Nurse Navigation (January 2022 to present)

Company	CITY OF ROCHESTER
Address	811 West Ave., Rochester, NY 14611
Contact Name/Title	Timothy Frost, Regional Director
Phone | Email	585.777.7777 | Timothy.Frost@gmr.net
Public Agency	Yes
Size of Agency	Approximately 85,000 responses per year.
Support Fleet	60 ambulances

"Mayor Malik D. Evans, County Executive Adam J. Bello Launch Nurse Navigation Program in Collaboration with AMR

Program Provides Residents Access to Greater Care Options to Meet Specific Medical Needs"
City of Rochester



Mayor Malik D. Evans and Monroe County Executive Adam J. Bello, in collaboration with American Medical Response (AMR), today announced the launch of the Rochester/Monroe County Nurse Navigation program to help city and county residents and visitors quickly reach the most appropriate level of care when calling 9-1-1. The Nurse Navigation program provides greater access to a wider variety of care options to meet callers' specific needs, which may include a virtual visit with a physician.

The program's goal is to increase the availability of emergency response personnel to respond to life-threatening emergencies and reduce emergency department overcrowding. Calls to 9-1-1 for specific, non-life threatening injuries or illnesses are routed to a New York-licensed nurse. The nurse assesses the caller's symptoms and facilitates the most appropriate medical care, such as a virtual visit with an emergency physician or nurse, instructions on self-care, or transport to a local healthcare

provider, including clinics, urgent care centers, or if needed, a hospital emergency department.

The Nurse Navigation program will alleviate pressure on EMS systems and hospitals while educating communities on the appropriate use of 9-1-1 so systems function more efficiently — making more ambulances, EMTs and paramedics available to respond to life-threatening emergencies throughout the city and county. Nurse Navigation will help reduce Emergency Department overcrowding and improve timeliness of care for people needing medical treatment in our community.

Nurse Navigation enables fire and EMS agencies to provide timely, appropriate and quality patient care while controlling costs, improving outcomes, and reducing reliance on hospital emergency departments for primary healthcare.

"Nurse Navigation is proven to work in other cities and one of our primary roles is to provide our citizens with high-quality municipal government services," said Mayor Evans. "This project is an excellent example of a public-private collaboration that will improve quality of life. It delivers an innovative solution to some of the issues we're seeing around staffing shortages and emergency room overcrowding. I'm grateful to County Executive Bello, AMR and all of our community's first responders, telecommunicators, dispatchers and healthcare providers for their contributions in keeping Rochester's citizens safe and healthy."

"The Nurse Navigation Program will modernize our community's emergency medical response and help alleviate the strain on local ambulance crews and hospitals at a time when COVID-19 continues to spread," said Monroe County Executive Adam Bello. "Thank you to all our first responders who work tirelessly to help our residents."

"We are proud of our long-term partnership with Rochester and Monroe County to help people get the right care at the right time, and we are excited to leverage our national expertise and integrated healthcare solutions to expand access to care, improve patient experience and increase population health throughout the region," said Tim Frost, Regional Director for Global Medical Response, the parent company to AMR. "The program will allow us to better serve area residents by ensuring that callers with lower acuity complaints are presented with more innovative paths to treatment that are often closer to home, where medical treatment can be received faster than a visit to a hospital emergency department."

6 .10. Detailed cost model

6 .10.1. Please provide the lump sum annual cost for all services included within the proposal

Our lump sum annual cost for all services for year one (1) is $192,000.00 and includes a one-time implementation fee of $50,000.00. Subsequent contract years have estimated annual lump sum costs of $189,000.00.

6 .10.1.1. Include annual costs for possible renewal years 2 and 3

Renewal years or subsequent contract years have estimated lump sum costs of $189,000.00, annually.

6 .10.2. If Third-Party integration is required, what are the estimated costs involved?

There are no additional costs with Access2Care's solution. The patient's insurance is billed directly. Currently, for uninsured patients, unpaid billed costs are written off and absorbed by organization.

6 .10.3. What is your licensing model and pricing structure?

Access2Care doesn't offer licensing or free-standing purchasing options for our proprietary system and solution design. Our unique ready-to-implement packaged services are only achieved through a partnership with Access2Care.

6 .10.4. Costs associated with integrating with Hexagon Computer Aided Dispatch Software and PriorityDispatch Medical Software for cold hand off of callers.

Not applicable.

6 .10.5. Please list any costs not included in the proposal

There are no additional costs that are not included in the proposal.

6 .10.6. Please list costs for any additional services that can be provided

Access2Care, as part of a large healthcare organization, Global Medical Response, Inc., has offers many adjacent and related services that help organizations and communities provide care competently and reliably. We are happy to review our full menu of customizable solutions.

About GMR

Our parent company, Global Medical Response, Inc. (GMR) is an industry leading medical transportation company founded in 2018 by combining the industry leaders in air, ground, managed medical transportation, and community, industrial/specialty and wildland fire services.

With over 35,600 employees, GMR teams deliver compassionate, quality medical care, primarily in the areas of emergency and patient relocation services in the United States, the District of Columbia and around the world. Each of our companies have long histories of proudly serving the communities where we live. In addition to AMR,

GMR companies include the following: Guardian Flight, LLC, Rural Metro Fire, Air Evac Lifeteam, REACH Air Medical Services, Med-Trans Corporation, and AirMed International—just to name a few.

Combined, we treated 12 million patients last year utilizing 8,600 ground vehicles, 158 fire vehicles, 352 rotor-wing aircraft and 109 fixed-wing aircraft. We are the largest medical transport company in the world, focusing on intimate and high-service solutions at a local level. With the extensive resources and experience of GMR, we are able to work with our partners to develop integrated solutions to patient transportation that cover ground, rotor-wing and fixed-wing modalities.

GMR Services & Solutions

The GMR family of companies provide solutions in the United States and around the world. The combination of our services (shown below) results in superior air and ground medical transportation services for delivery of seamless, reliable and highest quality patient care. Our combined company provides services for every segment of the patient journey. This enhanced scale and breadth of service capabilities results in strategic relationships with municipalities, government agencies, providers and payors.

AirMed
A Global Medical Response Solution

AirMed International, the contracting entity, offers unparalleled medical care and bedside-to-bedside transportation with some of the most experienced air medical crews in the industry. AirMed owns and operates a fleet of fully customized and permanently medically configured jets, while employing its own dispatch, flight and medical teams. AirMed has been recognized through accreditation from CAMTS and EURAMI.

AMR
A Global Medical Response Solution

American Medical Response (AMR) is America's leading provider of ground medical transportation, provides services in 40 states and the District of Columbia. More than 28,000 AMR paramedics, EMTs, RNs and other professionals work together to transport more than 4.8 million patients nationwide each year in critical, emergency and non-emergency situations.

AIR EVAC LIFETEAM
A Global Medical Response Solution

Air Evac Lifeteam is the nation's leading provider of helicopter air ambulance services. Crews consisting of a pilot, a flight nurse and a flight paramedic, are on duty seven days a week to respond to the scene of a medical emergency or transport patients between medical facilities. The company operates more than 140 air medical bases across 15 states.

MED-TRANS
A Global Medical Response Solution

Med-Trans is a leading national medical transport provider, focused on establishing professional relationships with leading health systems, medical centers and EMS agencies. Med-Trans offers a broad range of solutions to help its partners achieve successful patient outcomes with relationships in 26 states and operations from more than 90 base locations.

REACH℠
A Global Medical Response Solution

REACH Air Medical Services provides critical care air and ground transport service to communities throughout California, Oregon, Nevada, Montana, Texas, Colorado and Hawaii. REACH employs hundreds of highly trained nurses, paramedics, pilots and aircraft maintenance technicians to provide service to patients using their fleet of medically equipped helicopters, airplanes and ground ambulances. REACH is accredited by CAMTS.

GUARDIAN FLIGHT
A Global Medical Response Solution

Guardian Flight is a leading provider of air medical services, transporting patients in remote and rural settings to large hospitals in metropolitan areas. We use the most advanced equipment, quality aircraft and, most importantly, trained and experienced staff to accomplish our mission of saving lives and caring for our communities.

RURAL METRO
A Global Medical Response Solution

Rural Metro Fire provides emergency medical transportation, non-emergency general medical transportation, fire protection services and other emergency-related services to private and commercial enterprises. Rural Metro Fire employs more than 7,500 people and answers 1.5 million calls for service yearly.

Access2Care
A Global Medical Response Solution

Access2Care is the innovation arm of Global Medical Response, developing services and technologies for managed transportation, online transport ordering, transfer center coordination, nurse navigation and telehealth. These solutions seamlessly integrate to help our customers provide better patient care and outcomes.

Exhibits

01) Nurse Navigation training curriculum sample

02) Marketing materials and outreach information

03) Required forms

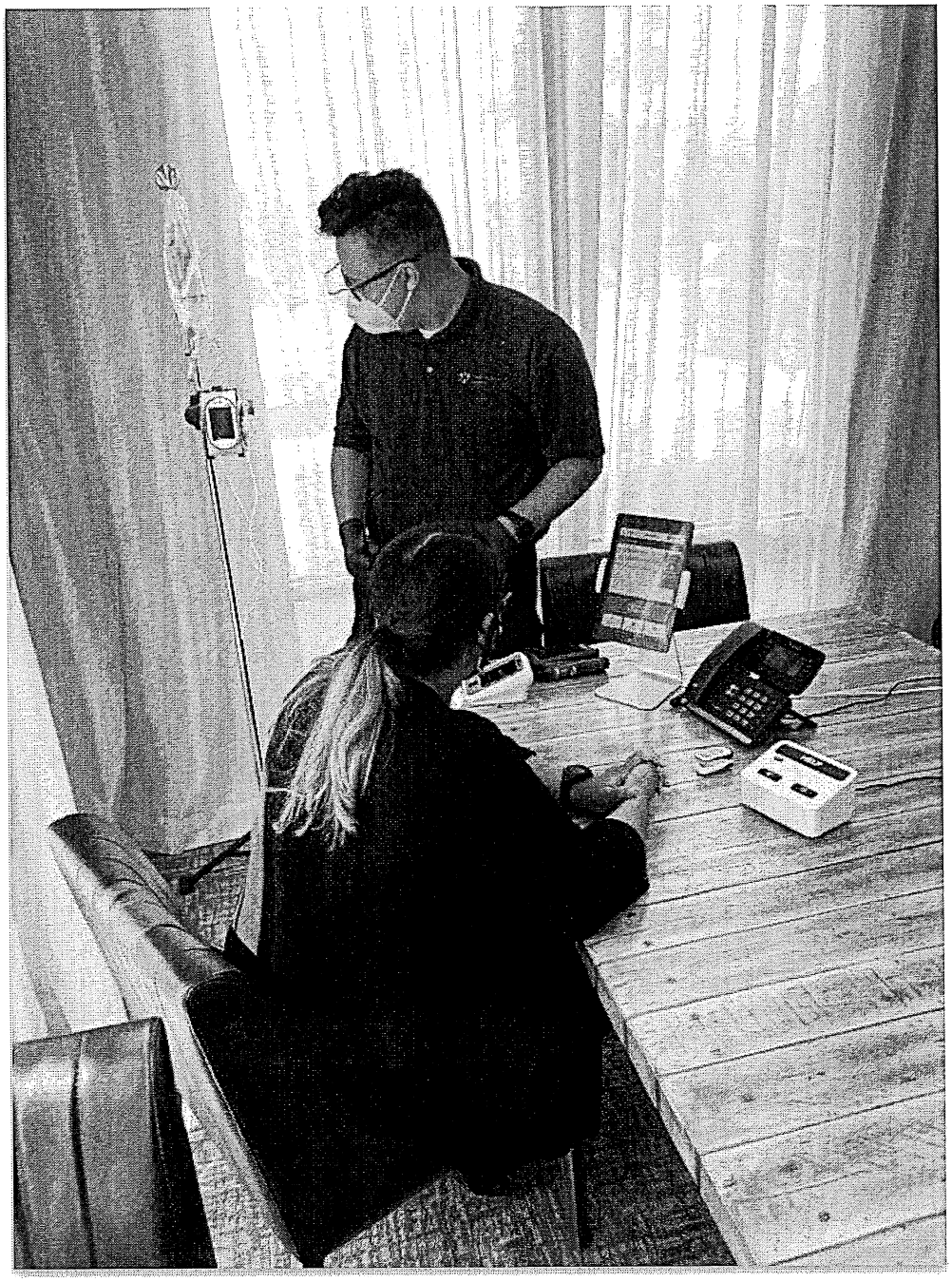


Exhibit 1:

Nurse Navigation Training curriculum sample

Exhibit 2:

Marketing materials and outreach information

Exhibit 3:

Required forms

ONEIDA COUNTY EMERGENCY SERVICES

REQUEST FOR PROPOSALS

FOR

ONEIDA COUNTY EMERGENCY SERVICES
E911 CALL SCREENING AND DIVERSION

RFP NUMBER 2022 - 318

ONEIDA COUNTY EMERGENCEY SERVICES

120 BASE ROAD

ORISKANY, NEW YORK 13424

EDWARD STEVENS, DIRECTOR

DATE: 06-01-22

Edward Stevens, Director
Oneida County Emergency Services

It is understood and agreed by the Offeror that:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Vendor") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Vendor.

3. Submission of a proposal will be deemed to be the consent of the Vendor to any inquiry made by the County of third parties with regard to the Vendor's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Vendor prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Vendors acknowledge that the County is subject to Article 6 of the Public Officers Law.

9. The County reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project.

All references to time contained in this RFP are Eastern Standard Time. Vendors are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

_____	_____
Legal Name of Organization	Signature
_____	_____
Date	Printed Name
	_____
	Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

1. INTRODUCTION AND INSTRUCTIONS

1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Oneida County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Oneida County Purchasing rules require selection of services through a Request for Proposal process.

1.2. Schedule of Events. The schedule of events set out herein represents the County of Oneida's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Release Date:	6/07/22	Proposal Submission Deadline:	6/28/22
Pre-Proposal Meeting:	***NIA***	Award Date:	7/5/22
Final Date for Submission of Questions:	6/14/22	Contract Start Date:	TBD
Addendum Answering all Questions Issued by County	6/21/22		

1.3. Submission of Proposals

1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy - in the form of a compact disk or flash drive), shall be submitted to Edward Stevens at 120 Base Road, Oriskany, New York 13424, no later than 4:00 p.m., June 28, 2022. Note: Packages not containing the required number of copies will be rejected.

1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.

1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.

1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.

1.3.5. Responses to this RFP may require that potential Vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the Vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the Vendor.

1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of the Oneida County Emergency Services (Emergency Services) may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the

possession of the Emergency Services may be withdrawn by the Vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Oneida County Purchasing Director.

1.5. Award and Contract Information

1.5.1. The County encourages its Vendors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be considered in evaluating responses to this RFP.

1.5.2. The Vendor agrees that should its firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.

1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.

1.5.4. The County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.

1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County.

1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.

REQUEST FOR PROPOSAL

TITLE: Emergency Services E911 Call Screening and Diversion
NUMBER:. RFP#2022-318

CLOSING DATE AND TIME: June 28, 2022, 4:00 P.M.

DELIVER TO: Oneida County Emergency Services

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Vendor.

By my signature, below, Vendor subscribes and Vendor affirms as true under penalties of perjury the following statement:

> 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:

_____

State of Incorporation_____ Telephone number_____

Mailing Address_____

Federal I.D. number.....

Authorized signature_____

Typed or Printed Name_____

Title of Authorized Person.....

Receipt of Addenda Nos. ___ is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (https://www.ny.gov/combating-sexual-harassment-workplace/employers)

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification;** provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

****

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____ Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: Emergency Services E911 Call Screening and Diversion

NUMBER: RFP#2022-318

2. PROPOSAL SUBMITTAL

2.1. Original Proposal • The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the submission deadline. All proposals shall be marked Oneida County, Emergency Services E911 Call Screening and Diversion, RFP#2022-318. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

2.2. Proposal Format Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

2.2.1. Cover Page:
- 2.2.1.1. Full proposal name and number.
- 2.2.1.2. Submission date and time.
- 2.2.1.3. Prime Vendor name (Oneida County/Vendor who is responsible).

2.2.2. Table of Contents:
- 2.2.2.1. All items listed in Proposal Format in the sequence listed.

2.2.3. Executive Summary:
- 2.2.3.1. Summarize understanding of the scope of the RFP (project).
- 2.2.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.
- 2.2.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
- 2.2.3.4. State exceptions and omissions to stated requirements.
- 2.2.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
- 2.2.3.6. Summarize all resources, assumed or expected, to be provided by the County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.

2.2.4. Compliance Statement:
- 2.2.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

2.2.5. Project Coordination and Scheduling
- 2.2.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

2.2.6. Vendor Responsibilities

2.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

2.2.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

3. QUESTIONS

3.1. During the period between the earliest notice of the RFP to Vendors and the contract award, no County employee can accept oral, written, or electronic contact from Vendors regarding the procurement, except as authorized in Section 3 of the RFP. All proposals will remain sealed until after the submission deadline.

3.2. All questions regarding the RFP must be submitted in writing to:

Edward Stevens, Director Oneida County Emergency Services
120 Base Road
Oriskany, NY 13424

3.3. Questions may also be directed by email to estevens@ocgov.net. All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

4. REIMBURSEMENT/GIFTS

4.1. Denial of Reimbursement The County will not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

4.2. Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

5. GENERAL PROVISIONS

5.1. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Vendor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

5.2. Insurance

5.2.1. Liability Insurance

Vendor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law§ 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

5.2.2. Vendor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Vendor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add the County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of the County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to the County, as primary to, and not seek contribution from, any other insurance available to the County by any other insurance contract naming the County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give the County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to the Oneida County's Law Department, 800 Park Avenue, 10th Floor, Utica, NY 13501. Each insurance contract shall be approved and accepted by the County.

5.2.3. Vendor shall obtain these insurance contracts:

5.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount $1 million for each occurrence of, and in a minimum amount of $2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of $1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability/errors and omissions insurance contract required by this agreement, in a minimum amount of $5 million, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.4. Professional Liability insurance contract shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of $2 million for each occurrence of, and in a minimum amount of $4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.5. Vendor shall deliver to the Oneida County Law Department, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Vendor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Vendor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of the County, Vendor shall deliver to Oneida County's Law Department a copy of any insurance contract required by this agreement.

5.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

5.2.4.1. This agreement shall be void and of no effect unless Vendor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep

insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2. Vendor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Vendor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Vendor's delivering to Oneida County's Law Department that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

5.2.4.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self- insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Vendor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self- insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.5. **Waiver of Subrogation:** Vendor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.

5.3. Assignment Vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise

disposing of this agreement, or Vendor's right, title, or interest in this agreement, or Vendor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

5.4. Independent Contractor Vendor is an independent contractor. Neither Vendor, nor Vendor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the County.

5.5. Conflict of Interest At the time Vendor submits a response, or if no response is submitted, prior to performing any services under this agreement, Vendor shall affirm to County's Law Department, that Vendor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County and shall further affirm that in rendering services to the County no persons having any such interest shall be employed by Vendor. Vendor assumes full responsibility for knowing whether Vendor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, Vendor shall disclose immediately to the County every known or apparent conflict of interest and every ostensible or potential conflict of interest of Vendor, Vendor's officers, Vendor's employees, Vendor's agents, and Vendor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Vendor's failure to comply with these provisions affords the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Vendor shall suspend all work and services, and the County's payments to Vendor shall be suspended pending final approval by the County or the County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Vendor, and Vendor shall disclose the same. Vendor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Vendor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the County for work on the project to which this agreement pertains. If applicable, Vendor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Vendor's officers, Vendor's employees, Vendor's agents, or Vendor's servants shall be deemed a conflict of interest of Vendor, giving rise to the duty to disclose.

Vendor shall not disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

5.6. Account Representative Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.

5.7. Responsiveness Vendor is expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.

5.8. Effective Dates of Proposal All terms, conditions and costs quoted in the Vendor's response will be binding on the Vendor for 180 days from the last date to submit the proposal.

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

5.10. Beginning Work The Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.

5.11. Statement of Assumptions The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that the County will provide space, people, materials and other resources, etc.

5.12. Contract The contract between the County and the Vendor shall include:

5.12.1 The Standard Oneida County Contract Clauses, a copy of which is available upon request.

5.13 Extensions and Amendment Contract will be for one (1) year. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.

5.14 Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months.

5.15 Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5.16 Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by Vendor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.

5.17 Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The County will not accept any request by a potential Vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.

5.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

5.19 Funding The County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.

5.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Vendor consents to such jurisdiction. The County does not agree to arbitration.

5.21 Preparation of Proposal

5.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.

5.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.

5.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

6. SCOPE OF SERVICE

6.1 Introduction

6.1.1. Oneida County Emergency Services (OCES) is requesting proposals for low acuity call screening/diversion from a 911 call center and diverting specific calls for which it is determined that an ambulance service is not needed. OCES is looking for a solution to the long ambulance wait times in hospitals. The solution must evaluate the patients' current condition and provide time-appropriate resource allocation to meet the healthcare needs per CDC guidelines. The solution will be customizable, turnkey, and as an option integrate with our current Central Square (formerly TriTech) Dispatch NOW Computer Aided Dispatch and Priority Dispatch Medical software. It will be an all-inclusive diversionary system that provides IT,CAD and EMD protocol integration. The goal is to conserve ambulance resources for emergency calls requiring transport to a hospital, and provide more appropriate level care for citizens served by the OCES 911 call center.

6.2 Respondent's Capabilities/Telehealth services

6.2.1 Please provide information from the Respondent about your use of telehealth medical care settings to facilitate the care of individuals at risk.

6.2.1.1. Describe the process and types of professionals (e.g., psychiatrists, addiction medicine physicians, psychologists, social workers, nurse practitioners, mental health and/or substance use disorder counselors, etc.) who provided consultations in the past.

6.2.1.2. Describe the clinical scope of your service in determining risk for suicide, alcohol use disorder, and opioid use disorder, and associated workflows (e.g., assessment, diagnosis, brief interventions such as safety planning, referral) of the consultation. If patients/ customers are followed by your telehealth service after their ED visit, describe how this is done, and for how long.

6.2.1.3. Describe whether your consultation service has working/active referral relationships with local community-based outpatient mental health and/or substance use disorder treatment specialty clinicians or office-based.

6.2.1.4. If your telehealth service provides community crisis services, and/or works with local crisis services, describe if your efforts also work to divert patients/customers from the ED in the future.

6.2.2. Describe the nature of the consultation, such as provider-to-provider consultation; and/or direct contact between the consultant and the patient/customer. Information on the types of practices delivered by telehealth consultation, such as screening, evaluation, triage, intervention, disposition.

6.2.3. Include information on whether the telehealth consultation service has been evaluated, and,

if so, what outcomes (e.g., repeat ED visits; hospitalization; other health care utilization; deaths) were examined, and over what period of time.

6.2.4. Describe your process that would encourage 9-1-1 callers to access your providers/network for law acuity or behavioral calls by method(s) outside of 9-1-1 system.

6.2.5. Describe practices related to accreditation (e.g., Joint Commission) when using telehealth health consultation (e.g., practices recoded appropriately; privacy risks minimized; and credentialing, privileging, and verifying qualifications), and how those were addressed.

6.2.6. Describe standards applicable to the telehealth industry, and how you assure compliance.

6.2.7. Please provide information on the types of technologies used for telehealth consultation (e.g., close circuit video; telephone; app-based; asynchronous consultations, etc.).
6.2.7.1. Within the work flow, what decision-making process guides when, and for which patient/customer (e.g., age groups or health disparity populations, socioeconomic status, geographic location, languages and interpreter services for those with low fluency in English) telehealth consultation is sought for suicide risk and overdose risk.
6.2.7.2. Describe any efforts to insure cultural sensitivity and linguistic needs.

6.2.8. Describe staffing model and contingencies that would be used to assure 24 hour a day coverage.
6.2.9. Describe your expectations of the OCES protocols and behavior.
6.2.10. Describe triage protocols, triggers, and the conceptual internal processes to reroute at-risk patients back into the 9-1-1 system for emergency dispatch as appropriate.
6.2.11. Describe process for recognition and review of sentinel events, unexpected outcome, or violations of safety. Describe after-event mitigation practices.

6.3 Description of Technical Design

6.3.1.1 The Respondent should provide information about overall system design including, as applicable the following:

6.3.1.2 Hardware Requirements and Specifications

6.3.1.3 Operating system/software environment

6.3.1.4 Physical security features

6.3.1.5 Detailed network requirements and protocols

6.3.1.6 Data Security protocols

6.3.1.7 Database environment and storage

6.3.1.8 Description of the user interface, including browser-based screens for all functions of the system

6.3.1.9 Description of the installation process

6.3.1.10 Description of application security and auditing features

6.3.1.11 Detailed interface requirements

6.3.2. Describe and demonstrate all relevant technologies to its services, including whether all technologies can be congruent/compatible with the OCES 911 telephone computer, radio, or other communication/information devices, including redundancy technologies and practices for continuity of services, data storage, and information retrieval.

6.3.3. Demonstrate services and technologies that supply remote electronic audio/visual services for the purposes of facilitating conversations between patient, the Respondent's medical provider(s), and OCES. Include description of limitations of devices and technologies.

6.3.4. Describe data storage, security, retrieval, and retention practices

6.4. Training/ Anticipated Learning Curve

6.4.1. What types of training are established for the above-mentioned services?

6.4.2. How many end users have you trained in previous implementations? Provide details.

6.4.3. Describe the initial and ongoing training of OCES staff. Include hours and frequency.

6.4.4. What is your anticipated learning curve for the various user groups at the OCES? (Administrators, Supervisors, Front Line Users, Training department)

6.4.5. How successful has your firm been with training to the various types of user groups referenced above?

6.4.6. Existing service and product literature and prepared marketing materials may be included; however, this information is less useful than a more detailed user and technical document. Please include information on the following, where applicable:

6.4.6.1. Types of education available

6.4.6.2. Electronic Mail communications

6.4.6.3. Telephonic communication options available

6.4.6.4. Language translation

6.5. Description of System Functionality

6.5.1. Documentation should be provided that is descriptive of the functions supported by the system.

6.5.2. Describe any third-party alliances, relationships, or dependencies.

6.6. Consulting Services

6.6.1. Describe your recommended engagement/scope of work to implement your telehealth services and software/hardware at the OCES 911 call center.

6.6.2. Have you provided consulting services with another governmental agency? If so, please provide reference and scope of work information in detail.

6.6.3. Describe your process for onboarding providers/provider groups. How would you outsource your services to, and onboard local providers/provider groups?

6.6.4. Describe how you assure that all individuals acting as agents or subcontractors, services, and technologies are HIPAA compliant.

6.7. Description of Service, Product support and Maintenance

6.7.1. Comment on the following where applicable:

6.7.1.1. Manuals

6.7.1.2. Provide existing EMD or triage protocols

6.7.1.3. Onsite and Offsite training

6.7.1.4. Helpdesk Operations

6.7.1.5. Frequency and acquisition of upgrades

6.7.1.6. User feedback procedures

6.7.1.7. 24/7 and 365 support procedures

6.7.1.8. Describe methodology to collect and meaningfully interpret data as it pertains to health outcomes, patient and community risk reduction.

6.8. Implementation

6.8.1. Please provide the benchmark timeline for rollout and explain any deviations and/or adjustments.

6.8.2. Please explain your implementation methodology.

6.9. References

6.9.1. List the names of any public agencies of a similar size to Oneida County where you implemented your system/hardware.
6.9.2. The vendor should at least list the previous projects achieved, providing the following:
6.9.1.1. Name of client, including contact information.
6.9.1.2. Indicate if the client is a public agency
6.9.1.3. The size of the agency.
6.9.1.4. The size of the support fleet
6.9.1.5. The current business intelligence functionality being used.
6.9.1.6. Contract duration

6.10. Detailed Cost Model Introduction

6.10.1. Please provide the lump sum annual cost for all services included within the proposal
6.10.1.1. Include annual costs for possible renewal years 2 and 3
6.10.2 If third party integration is required, what are the estimated costs involved?
6.10.3. What is your licensing model and pricing structure?
6.10.4. Optional Costs associated with integrating with Central Square (formerly TriTech) Dispatch NOW Computer Aided Dispatch Software and Priority Dispatch Medical Software for cold hand off of callers.
6.10.5. Please list any costs not included in the proposal
6.10.6. Please list costs for any additional services that can be provided.

7. EVALUATION METHODOLOGY

7.1. The County reserves the right to award this contract in part or as a whole to qualified Vendor or Vendors. Award will be selected based on evaluation of which Vendor is most responsive and responsible, and not solely on the basis of prices.

7.2. Criteria to be evaluated by the County and will include the following:

Compliance with the RFP format requirements
Experience
Future Contract Costs and Risks
Company Statistics
Responsiveness to the items in Section 7, Scope of Work
References
Price
Oral Presentations
Credibility of Vendor

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Assignment and Assumption of Award of Proposal Services

This Assignment and Assumption of Agreement is made and entered into by and between Access2Care, LLC, a limited liability corporation organized and existing under the laws of the State of Missouri ("Assignor") and Innovative Practices, LLC, a limited liability corporation organized and existing under the laws of the State of Delaware ("Assignee"), as of the latest date appearing next to their respective signatures below but effective as of March 2, 2023 (the "**Effective Date**").

RECITALS

WHEREAS, Assignor responded to and was awarded a Request for Proposal ("RFP") by Oneida County, New York (the "County") for the provision of E911 Call Diversion services to the County (the "**Services**"), the RFP and the Assignor proposal are attached hereto as Exhibits A and B, respectively;

WHEREAS, the Parties desire to confirm and acknowledge the assignment to and assumption of the RFP Services by Assignor to Assignee.

Agreement

Now, therefore, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals Incorporated.** The above recital paragraphs are incorporated herein by reference.

2. **Assignment and Assumption.**
   2.1 Assignment. As of the Effective Date, Assignor hereby assigns, transfers, conveys, sets over and delivers to Assignee all of Assignor's rights, title, benefits and interests under the awarded RFP Services.

   2.2 Assumption. As of the Effective Date, Assignee hereby assumes and agrees to discharge, in accordance with the terms of the Agreement, all of the obligations, terms, conditions and liabilities of Assignor under the awarded RFP Services. Assignor shall have no obligations, terms conditions and liabilities related to the RFP services and resulting Agreement after the Effective Date and Assignee shall have no obligations, terms conditions and liabilities related to the awarded RFP Services before the Effective Date.

3. **Authority.** Each party hereby represents and warrants that all actions necessary to authorize this Assignment and Assumption have been duly made and authorized and the signatories below may execute the same on each party's behalf.

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By signing below, each party acknowledges that undersigned has carefully read and fully understands this Assignment and Assumption, and each Party agrees to be bound by the terms of this Assignment and Assumption.

ASSIGNOR

DocuSigned by:
By: Jeffery McCollom
A164B8023FD74BA...
Name: Jeffery McCollom
Title: Senior Vice President

Date: 3/3/2023

ASSIGNEE

DocuSigned by:
By: Jeffery McCollom
A164B8023FD74BA...
Name: Jeffery McCollom
Title: Senior Vice President

Date: 3/3/2023

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ONEIDA COUNTY EMERGENCY SERVICES

REQUEST FOR PROPOSALS

FOR

ONEIDA COUNTY EMERGENCY SERVICES
E911 CALL SCREENING AND DIVERSION

RFP NUMBER 2022 - 318

ONEIDA COUNTY EMERGENCEY SERVICES

120 BASE ROAD

ORISKANY, NEW YORK 13424

EDWARD STEVENS, DIRECTOR

DATE: 06-01-22

Edward Stevens, Director
Oneida County Emergency Services

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It is understood and agreed by the Offeror that:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Vendor") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Vendor.

3. Submission of a proposal will be deemed to be the consent of the Vendor to any inquiry made by the County of third parties with regard to the Vendor's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Vendor prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Vendors acknowledge that the County is subject to Article 6 of the Public Officers Law.

9. The County reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project.

All references to time contained in this RFP are Eastern Standard Time. Vendors are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

_____	_____
Legal Name of Organization	Signature
_____	_____
Date	Printed Name
	_____
	Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

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1. INTRODUCTION AND INSTRUCTIONS

1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Oneida County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Oneida County Purchasing rules require selection of services through a Request for Proposal process.

1.2. Schedule of Events. The schedule of events set out herein represents the County of Oneida's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Release Date:	6/07/22	Proposal Submission Deadline:	6/28/22
Pre-Proposal Meeting:	***NIA***	Award Date:	7/5/22
Final Date for Submission of Questions:	6/14/22	Contract Start Date:	TBD
Addendum Answering all Questions Issued by County	6/21/22		

1.3. Submission of Proposals

1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy - in the form of a compact disk or flash drive), shall be submitted to Edward Stevens at 120 Base Road, Oriskany, New York 13424, no later than 4:00 p.m., June 28, 2022. Note: Packages not containing the required number of copies will be rejected.

1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.

1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.

1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.

1.3.5. Responses to this RFP may require that potential Vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the Vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the Vendor.

1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of the Oneida County Emergency Services (Emergency Services) may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the

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possession of the Emergency Services may be withdrawn by the Vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Oneida County Purchasing Director.

1.5. Award and Contract Information

1.5.1. The County encourages its Vendors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be considered in evaluating responses to this RFP.

1.5.2. The Vendor agrees that should its firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.

1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.

1.5.4. The County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.

1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County.

1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.

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REQUEST FOR PROPOSAL

TITLE: Emergency Services E911 Call Screening and Diversion
NUMBER:. RFP#2022-318

CLOSING DATE AND TIME: June 28, 2022, 4:00 P.M.

DELIVER TO: Oneida County Emergency Services

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Vendor.

By my signature, below, Vendor subscribes and Vendor affirms as true under penalties of perjury the following statement:

> 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:

_____

State of Incorporation_____ Telephone number_____

Mailing Address_____

Federal I.D. number_____

Authorized signature_____

Typed or Printed Name_____

Title of Authorized Person_____

Receipt of Addenda Nos. ___ is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

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PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (https://www.ny.gov/combating-sexual-harassment-workplace/employers)

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification;** provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

****

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____ Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: Emergency Services E911 Call Screening and Diversion

NUMBER: RFP#2022-318

DocuSign Envelope ID: 2AD07D88-FB9E-4DE5-9D42-7FFC1ACD1234

2. PROPOSAL SUBMITTAL

2.1. Original Proposal • The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the submission deadline. All proposals shall be marked Oneida County, Emergency Services E911 Call Screening and Diversion, RFP#2022-318. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

2.2. Proposal Format Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

2.2.1. Cover Page:
- 2.2.1.1. Full proposal name and number.
- 2.2.1.2. Submission date and time.
- 2.2.1.3. Prime Vendor name (Oneida County/Vendor who is responsible).

2.2.2. Table of Contents:
- 2.2.2.1. All items listed in Proposal Format in the sequence listed.

2.2.3. Executive Summary:
- 2.2.3.1. Summarize understanding of the scope of the RFP (project).
- 2.2.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.
- 2.2.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
- 2.2.3.4. State exceptions and omissions to stated requirements.
- 2.2.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
- 2.2.3.6. Summarize all resources, assumed or expected, to be provided by the County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.

2.2.4. Compliance Statement:
- 2.2.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

2.2.5. Project Coordination and Scheduling
- 2.2.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

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2.2.6. Vendor Responsibilities

2.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

2.2.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

3. QUESTIONS

3.1. During the period between the earliest notice of the RFP to Vendors and the contract award, no County employee can accept oral, written, or electronic contact from Vendors regarding the procurement, except as authorized in Section 3 of the RFP. All proposals will remain sealed until after the submission deadline.

3.2. All questions regarding the RFP must be submitted in writing to:

Edward Stevens, Director Oneida County Emergency Services
120 Base Road
Oriskany, NY 13424

3.3. Questions may also be directed by email to estevens@ocgov.net. All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

4. REIMBURSEMENT/GIFTS

4.1. Denial of Reimbursement The County will not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

4.2. Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

5. GENERAL PROVISIONS

5.1. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Vendor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

5.2. Insurance

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5.2.1. Liability Insurance

Vendor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law§ 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

5.2.2. Vendor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Vendor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add the County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of the County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to the County, as primary to, and not seek contribution from, any other insurance available to the County by any other insurance contract naming the County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give the County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to the Oneida County's Law Department, 800 Park Avenue, 10th Floor, Utica, NY 13501. Each insurance contract shall be approved and accepted by the County.

5.2.3. Vendor shall obtain these insurance contracts:

5.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount $1 million for each occurrence of, and in a minimum amount of $2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

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5.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of $1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability/errors and omissions insurance contract required by this agreement, in a minimum amount of $5 million, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.4. Professional Liability insurance contract shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of $2 million for each occurrence of, and in a minimum amount of $4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.5. Vendor shall deliver to the Oneida County Law Department, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Vendor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Vendor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of the County, Vendor shall deliver to Oneida County's Law Department a copy of any insurance contract required by this agreement.

5.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

5.2.4.1. This agreement shall be void and of no effect unless Vendor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep

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insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2. Vendor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Vendor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Vendor's delivering to Oneida County's Law Department that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

5.2.4.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Vendor, and· other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self- insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Vendor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self- insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.5. **Waiver of Subrogation:** Vendor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.

5.3. Assignment Vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise

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disposing of this agreement, or Vendor's right, title, or interest in this agreement, or Vendor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

5.4. Independent Contractor Vendor is an independent contractor. Neither Vendor, nor Vendor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the County.

5.5. Conflict of Interest At the time Vendor submits a response, or if no response is submitted, prior to performing any services under this agreement, Vendor shall affirm to County's Law Department, that Vendor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County and shall further affirm that in rendering services to the County no persons having any such interest shall be employed by Vendor. Vendor assumes full responsibility for knowing whether Vendor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, Vendor shall disclose immediately to the County every known or apparent conflict of interest and every ostensible or potential conflict of interest of Vendor, Vendor's officers, Vendor's employees, Vendor's agents, and Vendor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Vendor's failure to comply with these provisions affords the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Vendor shall suspend all work and services, and the County's payments to Vendor shall be suspended pending final approval by the County or the County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Vendor, and Vendor shall disclose the same. Vendor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Vendor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the County for work on the project to which this agreement pertains. If applicable, Vendor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Vendor's officers, Vendor's employees, Vendor's agents, or Vendor's servants shall be deemed a conflict of interest of Vendor, giving rise to the duty to disclose.

Vendor shall not disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

5.6. Account Representative Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.

5.7. Responsiveness Vendor is expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.

5.8. Effective Dates of Proposal All terms, conditions and costs quoted in the Vendor's response will be binding on the Vendor for 180 days from the last date to submit the proposal.

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

5.10. Beginning Work The Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.

5.11. Statement of Assumptions The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that the County will provide space, people, materials and other resources, etc.

5.12. Contract The contract between the County and the Vendor shall include:

5.12.1 The Standard Oneida County Contract Clauses, a copy of which is available upon request.

5.13 Extensions and Amendment Contract will be for one (1) year. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.

5.14 Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months.

5.15 Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5.16 Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by Vendor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.

5.17 Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The County will not accept any request by a potential Vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.

5.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

5.19 Funding The County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.

5.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Vendor consents to such jurisdiction. The County does not agree to arbitration.

5.21 Preparation of Proposal

5.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.

5.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.

5.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

6. SCOPE OF SERVICE

6.1 Introduction

6.1.1. Oneida County Emergency Services (OCES) is requesting proposals for low acuity call screening/diversion from a 911 call center and diverting specific calls for which it is determined that an ambulance service is not needed. OCES is looking for a solution to the long ambulance wait times in hospitals. The solution must evaluate the patients' current condition and provide time-appropriate resource allocation to meet the healthcare needs per CDC guidelines. The solution will be customizable, turnkey, and as an option integrate with our current Central Square (formerly TriTech) Dispatch NOW Computer Aided Dispatch and Priority Dispatch Medical software. It will be an all-inclusive diversionary system that provides IT,CAD and EMD protocol integration. The goal is to conserve ambulance resources for emergency calls requiring transport to a hospital, and provide more appropriate level care for citizens served by the OCES 911 call center.

6.2 Respondent's Capabilities/Telehealth services

6.2.1 Please provide information from the Respondent about your use of telehealth medical care settings to facilitate the care of individuals at risk.

6.2.1.1. Describe the process and types of professionals (e.g., psychiatrists, addiction medicine physicians, psychologists, social workers, nurse practitioners, mental health and/or substance use disorder counselors, etc.) who provided consultations in the past.

6.2.1.2. Describe the clinical scope of your service in determining risk for suicide, alcohol use disorder, and opioid use disorder, and associated workflows (e.g., assessment, diagnosis, brief interventions such as safety planning, referral) of the consultation. If patients/ customers are followed by your telehealth service after their ED visit, describe how this is done, and for how long.

6.2.1.3. Describe whether your consultation service has working/active referral relationships with local community-based outpatient mental health and/or substance use disorder treatment specialty clinicians or office-based.

6.2.1.4. If your telehealth service provides community crisis services, and/or works with local crisis services, describe if your efforts also work to divert patients/customers from the ED in the future.

6.2.2. Describe the nature of the consultation, such as provider-to-provider consultation; and/or direct contact between the consultant and the patient/customer. Information on the types of practices delivered by telehealth consultation, such as screening, evaluation, triage, intervention, disposition.

6.2.3. Include information on whether the telehealth consultation service has been evaluated, and,

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if so, what outcomes (e.g., repeat ED visits; hospitalization; other health care utilization; deaths) were examined, and over what period of time.

6.2.4. Describe your process that would encourage 9-1-1 callers to access your providers/network for law acuity or behavioral calls by method(s) outside of 9-1-1 system.

6.2.5. Describe practices related to accreditation (e.g., Joint Commission) when using telehealth health consultation (e.g., practices recoded appropriately; privacy risks minimized; and credentialing, privileging, and verifying qualifications), and how those were addressed.

6.2.6. Describe standards applicable to the telehealth industry, and how you assure compliance.

6.2.7. Please provide information on the types of technologies used for telehealth consultation (e.g., close circuit video; telephone; app-based; asynchronous consultations, etc.).
6.2.7.1. Within the work flow, what decision-making process guides when, and for which patient/customer (e.g., age groups or health disparity populations, socioeconomic status, geographic location, languages and interpreter services for those with low fluency in English) telehealth consultation is sought for suicide risk and overdose risk.
6.2.7.2. Describe any efforts to insure cultural sensitivity and linguistic needs.

6.2.8. Describe staffing model and contingencies that would be used to assure 24 hour a day coverage.
6.2.9. Describe your expectations of the OCES protocols and behavior.
6.2.10. Describe triage protocols, triggers, and the conceptual internal processes to reroute at-risk patients back into the 9-1-1 system for emergency dispatch as appropriate.
6.2.11. Describe process for recognition and review of sentinel events, unexpected outcome, or violations of safety. Describe after-event mitigation practices.

6.3 Description of Technical Design

6.3.1.1 The Respondent should provide information about overall system design including, as applicable the following:

6.3.1.2 Hardware Requirements and Specifications

6.3.1.3 Operating system/software environment

6.3.1.4 Physical security features

6.3.1.5 Detailed network requirements and protocols

6.3.1.6 Data Security protocols

6.3.1.7 Database environment and storage

6.3.1.8 Description of the user interface, including browser-based screens for all functions of the system

6.3.1.9 Description of the installation process

6.3.1.10 Description of application security and auditing features

6.3.1.11 Detailed interface requirements

6.3.2. Describe and demonstrate all relevant technologies to its services, including whether all technologies can be congruent/compatible with the OCES 911 telephone computer, radio, or other communication/information devices, including redundancy technologies and practices for continuity of services, data storage, and information retrieval.

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6.3.3. Demonstrate services and technologies that supply remote electronic audio/visual services for the purposes of facilitating conversations between patient, the Respondent's medical provider(s), and OCES. Include description of limitations of devices and technologies.

6.3.4. Describe data storage, security, retrieval, and retention practices

6.4. Training/ Anticipated Learning Curve

6.4.1. What types of training are established for the above-mentioned services?

6.4.2. How many end users have you trained in previous implementations? Provide details.

6.4.3. Describe the initial and ongoing training of OCES staff. Include hours and frequency.

6.4.4. What is your anticipated learning curve for the various user groups at the OCES? (Administrators, Supervisors, Front Line Users, Training department)

6.4.5. How successful has your firm been with training to the various types of user groups referenced above?

6.4.6. Existing service and product literature and prepared marketing materials may be included; however, this information is less useful than a more detailed user and technical document. Please include information on the following, where applicable:

6.4.6.1. Types of education available

6.4.6.2. Electronic Mail communications

6.4.6.3. Telephonic communication options available

6.4.6.4. Language translation

6.5. Description of System Functionality

6.5.1. Documentation should be provided that is descriptive of the functions supported by the system.

6.5.2. Describe any third-party alliances, relationships, or dependencies.

6.6. Consulting Services

6.6.1. Describe your recommended engagement/scope of work to implement your telehealth services and software/hardware at the OCES 911 call center.

6.6.2. Have you provided consulting services with another governmental agency? If so, please provide reference and scope of work information in detail.

6.6.3. Describe your process for onboarding providers/provider groups. How would you outsource your services to, and onboard local providers/provider groups?

6.6.4. Describe how you assure that all individuals acting as agents or subcontractors, services, and technologies are HIPAA compliant.

6.7. Description of Service, Product support and Maintenance

6.7.1. Comment on the following where applicable:

6.7.1.1. Manuals

6.7.1.2. Provide existing EMD or triage protocols

6.7.1.3. Onsite and Offsite training

6.7.1.4. Helpdesk Operations

6.7.1.5. Frequency and acquisition of upgrades

6.7.1.6. User feedback procedures

6.7.1.7. 24/7 and 365 support procedures

6.7.1.8. Describe methodology to collect and meaningfully interpret data as it pertains to health outcomes, patient and community risk reduction.

6.8. Implementation

6.8.1. Please provide the benchmark timeline for rollout and explain any deviations and/or adjustments.

6.8.2. Please explain your implementation methodology.

6.9. References

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6.9.1. List the names of any public agencies of a similar size to Oneida County where you implemented your system/hardware.
6.9.2. The vendor should at least list the previous projects achieved, providing the following:
6.9.1.1. Name of client, including contact information.
6.9.1.2. Indicate if the client is a public agency
6.9.1.3. The size of the agency.
6.9.1.4. The size of the support fleet
6.9.1.5. The current business intelligence functionality being used.
6.9.1.6. Contract duration

6.10. Detailed Cost Model Introduction

6.10.1. Please provide the lump sum annual cost for all services included within the proposal
6.10.1.1. Include annual costs for possible renewal years 2 and 3
6.10.2 If third party integration is required, what are the estimated costs involved?
6.10.3. What is your licensing model and pricing structure?
6.10.4. Optional Costs associated with integrating with Central Square (formerly TriTech) Dispatch NOW Computer Aided Dispatch Software and Priority Dispatch Medical Software for cold hand off of callers.
6.10.5. Please list any costs not included in the proposal
6.10.6. Please list costs for any additional services that can be provided.

7. EVALUATION METHODOLOGY

7.1. The County reserves the right to award this contract in part or as a whole to qualified Vendor or Vendors. Award will be selected based on evaluation of which Vendor is most responsive and responsible, and not solely on the basis of prices.

7.2. Criteria to be evaluated by the County and will include the following:

Compliance with the RFP format requirements
Experience
Future Contract Costs and Risks
Company Statistics
Responsiveness to the items in Section 7, Scope of Work
References
Price
Oral Presentations
Credibility of Vendor

ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

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

ANTHONY J. PICENTE, JR.
County Executive

EDWARD T. STEVENS
Director

March 14, 2023

FN 2023-138

PUBLIC SAFETY

WAYS & MEANS

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

Dear County Executive Picente,

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

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

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

Sincerely,

Edward T. Stevens
Director of Emergency Services

EJT

RECEIVED
MAR 20 2023

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

Anthony J. Picente, Jr.
County Executive

Date 3-16-23

Oneida Co. Department: OC Emergency Services

Competing Proposal	_____
Only Respondent	_____
Sole Source	___X___
Other	_____

ONEIDA COUNTY BOARD OF LEGISLATORS

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

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

Proposed Dates of Operation: 1/1/2023 to 12/31/2023

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** Warranty, maintenance, and technical support services for Aviat microwave radio equipment.

2) **Program/Service Objectives and Outcomes:** To provide 24/7 technical support to continue to further the County's Emergency Communications System Upgrade Project.

3) **Program Design and Staffing:** NA

Total Funding Requested: $117,331 **Account #** A3020.493

Oneida County Dept. Funding Recommendation: $117,331

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

Cost Per Client Served: N/A

Past Performance Data: N/A

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

July 14, 2022

Aviat NETWORKS

ONEIDA COUNTY EMERGENCY SERVICES

Contract 126655

AviatCare Services Contract (2023)

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1. EXECUTIVE SUMMARY

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

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

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

Aviat Networks will provide the following services

- ☒Repair Services
- ☒Advance Replacement
- ☒Repair Logistics Program
- ☒Remote Technical Support 24x7
- ☒ProVision Support
- ☒Onsite Ground Corrective Maintenance
- ☒Onsite Ground Preventive Maintenance
- ☐Onsite Tower Corrective Maintenance
- ☐Onsite Tower Preventive Maintenance
- ☐Hosted FAS
- ☒Network Monitoring 24x7
- ☐Network Monitoring Nights and Weekends
- ☒Software Upgrade (OPTIONAL)
- ☐Performance Management
- ☐Performance Optimization
- ☐Change Management
- ☐Spares Management
- ☐Site Acceptance
- ☐Other

3 DURATION OF SUPPORT PERIOD

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

	START	FINISH
REMOTE TECHNICAL SUPPORT 24 X 7	January 1, 2023	December 31, 2023
REPAIR SERVICES	January 1, 2023	December 31, 2023
PROVISION SOFTWARE SUPPORT	January 1, 2023	December 31, 2023
CORRECTIVE MAINTENANCE	January 1, 2023	December 31, 2023
PREVENTIVE MAINTENANCE	January 1, 2023	December 31, 2023
REMOTE MONITORING	January 1, 2023	December 31, 2023

4. SUPPORT COSTS

AviatCare Services			
WarrantyPlus Radio Services			
Services	Services Part Number	Product Qty	Annual Price
✓ Priority Technical Support: Available 24 X 7 (Unlimited) ✓ AviatCloud Support Portal: Available 24 X 7 (Unlimited) Level 2 ✓ Repair Services: ➢ (Unlimited) 20 Calendar Day turnaround time. ➢ Advance Replacement 3-5 Calendar Day turnaround time ✓ Repair Logistics Program: Shipping covered by Aviat to and from customer site	NA160104-35266 SO 2412928		
	SNA-BNWXA1001238	• (24) IRU600	$8,355
	SWW-BNWXA1001248	• (22) CTR8540	$10,061
	SWW-SPRFA4001248	• (22) MPLS Advanced Software Updates	$8,837
	NA190607-38465 SO 2426902, 2428031, 2426902 Standard Warranty Expires 9/15/2023 Upgrades to WarrantyPlus		
	SNA-BWXXA1001238	• (4) IRU600	$556
	SWW-BWXXA1001248	• (6) CTR8540	$964
	SWW-SPRFAF001248	• (6) MPLS Advanced Software Updates	$433
	NA200225-31319 SO 2428032		
	SWW-BNWXA1001248	• (1) CTR8540	$457
	SWW-SPRFA4001248	• (1) MPLS Adavanced Software Updates	$402
Software Support: ProVision			
✓ Provide general availability releases and product updates to the Customer free of charge during the coverage period	SWW-PV85G2XX1299	• (1) ProVision Software Support	$6,000
Annual Preventive and Corrective Maintenance			
Ground Preventive Maintenance - Annual per Site Visit	SWW-MSPMXX001299	• (13) Sites 911 Center, COB, Burrstone Road, Higby Road, Bridge Water, Mutton Hill, Rome, Florence, Steuben, County Bldg 100, Lydon (new) (NA160104-35266) New Add: Verona (NA200225-31319)	$21,692
Corrective Maintenance - Annual Visit ➢ Emergency Onsite Ground Crew - 4 Hour SLA (Critical Alarms) ➢ (12) Callouts	SWW-MSCMXX001299		$19,440

Remote Monitoring			
✓ Remote Monitoring Around-the-clock monitoring (24 X 7 X 365) via the Aviat Networks secure Network Operation Center (NOC)	SWW-MSXXE2XX1299	• (14) INUe • (23) CTR8540	$28,583
		• (12) Dehydrators	$2,472
		• Annual Fee: NOC C891F Router	$773
Managed FAS Expert System			
✓ Managed FAS ➢ Custom built to monitor and detect interference ➢ Alert and notification of links affected by interference ➢ Weekly interference report ➢ Monthly Consolidation Report	SWW-MSFAS7XX1299	FAS Software & Support, per link (8) MW hops *See link list below	$8,306

Total number of 6 Ghz hops: (8)	
Steuben to Booneville	Kirkland to Bridge Water
Steuben to Florence	Bridge Water to Higby Rd.
Rome to OC BLDG.	County Offive BLDG. to Primary 911
OC BLDG. to Kirkland	Frorence to Pompey Hill

AviatCare Total Warranty Support and Managed Services (1/1/2023-13/21/2023)	**$117,331**

OPTIONAL: Software Upgrade Service (SUS) :

Making sure your network has latest software version enhances security, reliability, system expansion, and interoperability features. This ensures the microwave network performs at its very best. This service ensures your microwave network keeps up with the growing capacity demands and feature requirements to meet the needs of all your stakeholders. Continually upgrading the software mitigates the risk of falling behind the technology curve.

We can do this remotely or have a dedicated engineer on site to do the upgrade for you. Software Upgrade service allows Aviat to evaluate, plan, manage, and execute network wide software revisions for our customers microwave radios at pre-determined agreed to timelines. During the upgrade, Aviat will upgrade all nodes / network controller cards to the latest generally available release.

OPTIONAL SUPPORT SERVICE – Network Software Upgrade (Remote or Onsite)			
➢ Managed Service Software Upgrade, Software Download and Activation	SWW-MSRSUXX10199	Remote Software Upgrade Does not require onsite personnel	$ 18,334
	Optional Onsite personnel		
	SWW-MSRSUXX30199	Aviat Onsite Software Upgrade	$14,625
	SWW-MSRSUXX10199	Remote Software Upgrade	$ 18,334

4.1 OPTIONAL AND TRUE-UP SUPPORT FEES:

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

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

Optional One-Time & True-Up Managed Services Fees:		
Managed Network Service: Miscellaneous, Additional Ground Dispatch (Onsite Corrective and Preventive Maintenance)	SWW-MSGENXX10199	Per Occurrence $2,080
Managed Network Service: Miscellaneous, Additional Tower Dispatch (SLA restrictions apply) - Emergency - Non-Emergency	SWW-MSGENXX20199	Per Occurrence $11,000 $ 8,333
Managed Network Service: Miscellaneous, Material	SWW-MSGENXX30199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Travel	SWW-MSGENXX40199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Special Site Access Equipment	SWW-MSGENXX50199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Site Power Support	SWW-MSGENXX60199	Per Occurrence Time and Materials
Miscellaneous, Misc Extra Onsite Work	SWW-MSGENXX70199	Per Occurrence Time and Materials

4.2 SERVICE LEVEL SUPPORT DESCRIPTION

Access to Aviat Networks Customer Online Technical Support Site

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

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

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

4.2.1 REPAIR SERVICES

Repair services are available to the Customer during the standard manufacturing equipment warranty period which includes any repair or replacement of defective units during the stated warranty period. Additional charges may apply during the warranty period for customers returning a high volume of No Fault Found units, require advance replacements, or a non-repairable units. Prior to the warranty period expiring, customers may procure ongoing access to this support service through the purchase of an extended warranty program or through one of our AviatCare Maintenance support offerings. Otherwise the Repair service is made available for out of warranty products through a Per Incident billing process that can be enabled through our regional RMA Desk. See further details on how repair services are provided below.

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

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

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

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

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

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

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

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

d) **OEM.** For OEM, repair turnaround times are set by the OEM supplier. Aviat Networks close working relationship with OEM suppliers assures the best possible turnaround time. These times will be communicated to customer at time of RMA issuance. Excludes Tower repair.

e) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of units shipped to Aviat Networks, the Customer must provide a detailed packing list and commercial (Proforma) invoice to support the delivery. Each commercial invoice must clearly state the full description, the value of each unit and the RMA number. Once a unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the commercial invoice and airway bill number pertaining to the shipment.

f) **Exclusions from Repair & Return.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:

- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
- Modifications, alterations, or repairs made other than by Aviat Networks.
- Damages by persons other than Aviat Networks or its authorized service providers.
- Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.

- Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
- Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
- Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
- Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.

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

g) **Stockpiling of Failed Units.** The Customer agrees to obtain an RMA Number for all failed units from an Aviat Networks Repair Center immediately following a failure and return the Units for repair immediately after receipt of the RMA Number from Aviat Networks. The customer agrees this Agreement will not apply retrospectively to cover any units failed and in the Customer's possession prior to the execution date of this Agreement, and will not apply to any units for which RMA numbers had already been obtained from Aviat Networks prior to the date of execution of this Agreement. Following execution of this Agreement the Customer agrees not to stockpile failed units and accepts that Aviat Networks will not be required to meet the turnaround times outlined in this Agreement if the units are not returned to Aviat Networks on receipt of an RMA Number or if they are stockpiled.

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

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

4.2.2 ADVANCE REPLACEMENT

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

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

b) **Shipping Costs.** Customer is responsible for all charges associated with shipping the Returned Unit to the designated Aviat Networks Repair Center, which shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid) Aviat Networks Repair Center (Incoterms:2000). Aviat

Networks is responsible for the charges associated with shipping the Returned Unit back to the Customer, which shipment shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid), Customer's premises (Incoterm:2000).

c) Packaging and Shipping Procedures. Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, the Customer must provide a detailed packing list and commercial (Proforma) invoice to support the delivery. Each commercial invoice must clearly state the full description, the value of each unit and the RMA number. Once a unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the commercial invoice and airway bill number pertaining to the shipment.

d) Returned Unit. If this Agreement entitles the Customer to the RLP and the Customer elects to use it for the returned unit, the Customer will be invoiced for the list price of the Advance Replacement Unit(s) if Aviat Networks does not receive notification to pick-up the pertinent returned unit, at most, ten (10) days after Customer's receipt of the Advance Replacement Unit. In the event that the Customer is not entitled to the RLP or the Customer elects to return the returned unit to Aviat Networks via a freight forwarder outside of the RLP, the Customer will be invoiced for the list price of the Advance Replacement Unit if Aviat Networks does not receive the pertinent returned unit at the Aviat Networks Repair Center within, at most, thirty (30) days after receipt of the Advance Replacement Unit. The returned unit will become the property of Aviat Networks. The Customer agrees that the returned unit must be repairable and does not fall into any of the categories listed in the Exclusion from Advance Replacement clause.

e) Exclusion from Advance Replacement. The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:

- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
- Modifications, alterations, or repairs made other than by Aviat Networks.
- Damages by persons other than Aviat Networks, or its authorized service providers.
- Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
- Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
- Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
- Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
- Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.

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

g) **Limits.** Customer is entitled to receive a limited number of Advance Replacement Units per year. This number is not to exceed ten percent (10%) of the total Repair & Return requests during that year. Accrued Advance Replacement Units that have not been requested by the Customer may not be carried over to the next year. Additional Advance Replacement Units will be provided at Aviat Networks' then current prices, terms and conditions.

h) **Unavailability.** If an Advance Replacement Unit is not available, then Aviat Networks will repair the Returned Unit within a mutually agreed Turnaround time. Customer agrees that repair of the Returned Unit shall be Aviat Networks' sole obligation, and the Customer's sole remedy, if an Advance Replacement Unit requested by the Customer is not available.

i) **Turnaround Time Commitments.** Standard Advanced Replacement service ensures customer will receive a comparable unit to the one being returned within 3 to 5 business days from date of RMA. If customer requires a replacement unit in a shorter period of time there is an added charge for this and based on replacement unit availability will be delivered on a next business day basis. Customer will be informed at time of RMA request whether this service can be provided or not depending on component availability.

4.2.3 REPAIR LOGISTICS PROGRAM (RLP)

Aviat Networks shall provide free freight to the Customer for all Units returned via the Aviat Networks Repair Logistics Program (RLP). In the event that the Customer returns Units to Aviat Networks via a freight forwarder outside of this Program, all freight expenses and damage liability will be the responsibility of the Customer. Aviat Networks is responsible for all tariffs, duties, or taxes associated with importing Units for repair. After the repair, the Units shall be returned to the Customer DDU (Delivered Duty Unpaid) Customer's premises (Incoterms 2000). To implement the return of a Unit via this Program the Customer shall request an RMA for the Unit using the link in the Repair Services or Advance Replacement Sections or the contact information as listed in the Aviat Networks Contacts Section.

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

4.2.4 REMOTE TECHNICAL SUPPORT 24 X 7

Customer 24 X 7 Remote Support

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

a) **Telephone Number.** Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during normal business hours. OR Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during the day or night. For night support services (after business hours in the local time zone), Aviat Networks will handle all such requests that are Critical or Major that the Customer reasonably categorizes as being High Priority. In addition with this service customer can pre-schedule after hours support when doing a new software installation or a network upgrade related to covered equipment.

b) **Rapid Response Time.** Aviat Networks will route Critical Service Requests to the appropriate TAC subject matter expert within fifteen (15) minutes of call receipt.

c) **Service Request Number.** Aviat Networks will assign, to each Service Request, a number that will be logged, tracked and stored in our Case Management database.

d) **Service Request Management.** Aviat Networks will dedicate continuous attention to Critical and Major Service Requests until service is restored or request is closed. Aviat Networks will work to resolve the Service Request until Customer accepts the proposed solution, at which point the TAC will close the Service Request.

e) **Documented Escalation Procedures.** Aviat Networks will implement internal escalation and notification procedures in order to facilitate the timely resolution of Service requests by a TAC Engineer with an adequate level of expertise. The technical support process includes rigid managerial escalations that are intended to facilitate the appropriate handling of recovery efforts and Customers being regularly updated on the status of the Service Request. Additional information on this escalation process is available in our Global Network Service Customer Support guidelines document available on our website at www.aviatnetworks.com.

f) **Service Request Submission.** Under this Agreement, there is no limit to the number of Service Requests that Customer may submit for resolution. Customer may also define and authorize specific users within its organization to have access to this Service Request Submission Service. To ensure appropriate management of this support Aviat Networks has implemented a Support Assurance Program where an Express PIN will be assigned to each customer which clearly identifies the level of service a customer is entitled to receive. All Service Request Submissions will require Express PIN information prior to being submitted.

Service Request Severity Classifications

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

a) **Critical Service Requests** are those that severely affect service, traffic, billing and/or maintenance capabilities, and require immediate corrective action (regardless of the time of day or day of the week).

b) **Major Service Requests** are those that cause conditions that seriously affect Product operation, maintenance and/or administration, and require immediate attention. The urgency is less than in Critical Service Requests because of a lesser immediate or impending effect on Product performance, customer and/or network operation and revenue.

c) **Minor Service Requests** are problems that are tolerable during Product use, do not significantly impair the functioning of the Product and do not significantly affect service to customers.

d) **Inquiry Service Requests** are questions about technical details concerning the usage or behavior of the Product.

4.2.5 PROVISION SUPPORT 24 X 7

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

Aviat Networks shall provide support on the current and previous ProVision production release and will investigate all reproducible product anomalies for the supported version. Aviat Networks shall

also provide general availability releases and product updates to the Customer free of charge during the coverage period.

Customer Responsibility

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

Exclusion from Provision Support 24 X 7

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

- Customers using old versions of ProVision. The ProVision Agreement provides regular updates; customers are required to have the current GA release or the previous GA release installed and commissioned before they can obtain Aviat Networks technical support.
- Customer's lack of basic user training. It is expected that all users will have received basic user training when the ProVision system was installed.
- Network Planning; NMS Integration; Training courses; Installation and Commissioning; On Site Support. These are separate Aviat Networks service offerings, which are not delivered under this Agreement.
- Due to the complex nature of ProVision issues, which may be network related rather than ProVision related, not all Customer-defined level three product anomalies can be rectified within the commercial bounds in which Aviat Networks operates. Aviat Networks will require that all product anomalies are reproducible, prior to the commencement of any detailed fault analysis or potential product re-engineering. Aviat Networks undertakes to provide a response on all logged product issues and will provide work-around's where possible.

4.2.6 CORRECTIVE MAINTENANCE

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

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

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

CRITICAL FAULTS FOR RADIOS.	4 Hours

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

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

4.2.7 Emergency onsite Tower Crew - OPTIONAL

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

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

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

Limitations:

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

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

Notes:

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

4.2.8 PREVENTIVE MAINTENANCE

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

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

4.2.8.1 Ground PM

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

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

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

4.2.8.2 Tower PM - OPTIONAL

Provide inspection of Condition of Tower

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

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

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

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

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

4.2.9 REMOTE MONITORING SERVICES

Aviat Networks' Managed Network Services solution provides customer with a bundled offering that combines traditional network monitoring and event management services with fault resolution to offer end-to-end operations management solutions. When bundled together, services in this portfolio offer a broad, all-in-one-solution set managed through a

single point of contact – the Aviat Network Management Center (NMC). Aviat Networks is providing customer with the following bundled services:

- Surveillance and Network Monitoring
  - Continuously monitor network elements.
  - Detect / Identify Faults and Alarms
- Event Management
  - Triage
    - Correlate Alarms where appropriate
    - Review Maintenance Schedules / Weather Patterns / Known Issues
    - Assess Severity and Service Impact
  - Troubleshooting
    - Diagnose and isolate the fault / alarm
    - Coordinate restoration and repair – remotely or onsite.
    - Actively manage the event from "cradle to grave."
    - NOTE: Aviat Networks strives to troubleshoot and resolve issue remotely prior to or in place of dispatching field resources to site. This is facilitated through our close linkage between the NOC and our Technical Support staff who are co-located with our primary NOC facility. Allows us to bring 50+ years of Microwave and Wireless Networking experience to bear on an issue.
- Notification
  - Report events to customer in real-time via Phone / Email / Portal
- Trouble Ticketing
  - Document the fault
  - Manage ticket until fault is resolved
  - Generate trouble ticket reports
  - Capture lessons learned from each incident into our Knowledgebase for future reference
- Call out and Dispatch
  - Dispatch field operations and vendors for physical analysis and repair
  - Coordinate all aspects of the dispatch to ensure right resource is at the right location with the right tools / equipment to resolve the problem within the SLA commitment.
- Failure Analysis
  - Generate a post mortem report to document issue / lessons learned as appropriate
  - Drive continuous improvement of process and tools
- Reporting
  - Monthly reports – Performance to SLA / Network Performance

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

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

- Tech also updates Spares Inventory identifying hardware removed and what hardware is being processed via the RMA process.

4.2.9.1 Aviat Networks Support process – NOC & TAC

- Tier 1: NOC Personnel
  - NOC Engineer receives alarm notification from our monitoring tools, opens a Support Case and based on Customer and Product data, reviews potential impact. Looks at all aspects of the site impacted to understand potential impact from Scheduled Maintenance, Weather, and finally the equipment itself. If after initial review of all aspects that NOC can access, NOC will initiate a field dispatch. At the same time, if not successful in identifying the specific issue impacting performance of the network, will escalate to the next tier of support within Aviat (Tier 2). Within the TAC team, NOC escalations take priority over all other customer issues – other than an outage that may be occurring in a customer's network.
  - The NOC Engineer will identify the severity (Critical, Major, Minor) at the time of escalation to the TAC team. This is driven based on parameters set in our agreed SLA with the customer and can also be overridden directly by customer requesting a higher level of severity.
  - ~90%+ of trouble tickets are resolved within the NOC without any interaction with TAC
- Tier 2: TAC
  - If the problem is not resolved within the target resolution time – associated with each of the severity levels, then there is an automatic process by which the issue will escalate to the next level of support to pursue resolution, at this time notification also takes place to Management identifying fact issue has went beyond our accepted timeframe for resolution.
  - Tier 2 generally is required when the issue is beyond simple hardware failures. Usually involves some level of configuration, hardware not operating exactly as specified, or when problem is intermittent in nature.
  - ~8% of trouble tickets are resolved within Tier 2 after escalation from the NOC.
- Tier 3: TAC
  - If the problem is not resolved within the target resolution time, after Aviat Networks initiates the troubleshooting process, then Aviat Networks will escalate to management and next level of support to pursue resolution.
  - Tier 3 TSE typically gets involved when there are complex interoperability issues identified between the microwave and other components in the network, when problem appears to be software related (i.e., a bug), or when new products or software have been introduced into the network and cause issues not previously seen before.
  - ~2% of trouble tickets are resolved within Tier 3 after escalation from Tier 2.

4.2.9.2 Service Level Agreement (SLA)

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

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

5. AVIAT NETWORKS CONTACTS

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

For Questions or concerns on the Agreement either before or after it is in effect, please contact:	
NORTH AMERICA Repairs, Returns & Advance Replacements	NORTH AMERICA Technical Assistance

Phone: 1–800-227-8332 (selecting Option 2, then 1) Direct number: 1-210-526-6345 Fax: 1-210-526-6315 E-mail: CustomerCare.Americas@aviatnet.com Online RMA Request: https://aviatcloud.com/rma_tracking.asp	Phone: 1-800-227-8332 (Option1, enter PIN, press 1 to confirm PIN, then Option 1 for TAC) Direct number: 1-210-526-6345 Fax: 1-210-526-6315 E-mail: TAC.AM@aviatnet.com Online Technical Assistance Request: www.aviatcloud.com
NORTH AMERICA Network Operations Center (NOC) Aviat NOC Contacts: Email: noc.notifications@aviatnet.com Phone: 877-662-7871 opt 1, 24x7	NOC Escalation Contacts: Sr. Manager Stephen Berger Phone: 210-973-4218 Email: stephen.berger@aviatnet.com

6. ADDITIONAL TERMS AND CONDITIONS

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

6.1 SCOPE OF SERVICES

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

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

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

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

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

EXCLUSIONS:

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

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

6.2 PRICES/PAYMENT/TAXES/SHIPPING

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

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

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

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

6.3 EXPORT AND RE-EXPORT RESTRICTIONS

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

6.4 EXPORT DOCUMENTS

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

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

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

6.5 EXCUSABLE DELAY

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

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

negligence, Aviat Networks will be also entitled to an equitable adjustment in the price under this Agreement.

6.6 TERMINATION

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

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

6.7 ASSIGNMENT

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

6.8 GOVERNING LAW, VENUE AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The parties agree that any action to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between Aviat Networks and Customer will be brought in a local or Federal court of competent jurisdiction in, Texas.

6.9 ENFORCEABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired.

6.10 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY CLAIMING UNDER THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, AND CONSEQUENTIAL OR LOSS OF PROFIT TYPES OF DAMAGES AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT.

IN NO EVENT SHALL AVIAT NETWORKS' TOTAL LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE GREATER OF ONE HUNDRED THOUSAND UNITED STATES DOLLARS ($100,000.00 USD) OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR SERVICES SUPPLIED HEREUNDER.

THIS ARTICLE SHALL SURVIVE THE TERM OR EXPIRATION OF THE AGREEMENT. CUSTOMER AGREES TO INDEMNIFY AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE SERVICES OR PRODUCTS PROVIDED HEREUNDER, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE.

6.11 COMPLIANCE WITH LAW

a) Customer agrees to assist Aviat Networks to comply with any applicable conventions, laws, rules, regulations, and bylaws incident to its activities under this Agreement, including, without limitation, United States export control regulations, the United States Foreign Corrupt Practices Act, and the United States anti-boycott regulations. Customer will promptly deliver to Aviat Networks a copy of any notice or instrument alleging a violation of any of these laws.

b) Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to Customer's performance hereunder, and shall promptly act to correct any noncompliance once identified.

c) EXPORT AND RE-EXPORT RESTRICTIONS. Customer acknowledges that the Equipment and Licensed Programs sold or licensed to it by Aviat Networks under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Licensed Programs, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada.

6.12 ENTIRE AGREEMENT

This Agreement supersedes all previous communications, transactions, and understandings, whether oral, or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms shall be binding on either party unless made in writing and signed by a duly authorized representative of both parties.

7. SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names.

AVIAT U.S., Inc.		Customer	
By:	[signature]	By:	
Name:	LOWELL YOUNGBLOOD	Name:	
Title:	DIRECTOR - CUSTOMER CARE	Title:	
Date:	3/3/23	Date:	

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Data subject to change without notice.
Filename_MonthDayYear

Aviat NETWORKS

July 14, 2022

ONEIDA COUNTY EMERGENCY SERVICES

Contract 126655

AviatCare Services Contract (2023)

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1. EXECUTIVE SUMMARY

The included Aviat proposal specifies the services and responsibilities applicable to contract support of microwave and associated products from Aviat U.S., Inc. ("Aviat Networks" or "Aviat") and its partners. The Services listed in this proposal shall be governed by the terms and conditions set forth in this Agreement and the Aviat Global Support Guidelines ("Agreement"). Neither party is obligated to provide Services until the Agreement is executed by both parties and a Purchase Order has been issued. Any capitalized terms not defined herein shall have the meaning ascribed to it in the Agreement. Should a conflict exist between any other agreement between the parties and this Agreement, this Agreement shall control.

Pricing quoted as part of this proposal is valid for 60 days. Services are quoted and payable in US dollars and reflect the scope of work as as specified within this proposal. The services listed below shall only be eligible for support, which includes any customer spares purchased under the included Aviat Networks Sales Order Numbers. Consumable items such as cables or batteries are excluded. Unless otherwise specified and additionally included, facility maintenance including but not limited to towers, shelters, air conditioners, generators and fuel storage are also excluded.

2. AVIATCARE SERVICES: MAINTENANCE COVERAGE ("Services")

Aviat Networks will provide the following services

- ☒Repair Services
- ☒Advance Replacement
- ☒Repair Logistics Program
- ☒Remote Technical Support 24x7
- ☒ProVision Support
- ☒Onsite Ground Corrective Maintenance
- ☒Onsite Ground Preventive Maintenance
- ☐Onsite Tower Corrective Maintenance
- ☐Onsite Tower Preventive Maintenance
- ☐Hosted FAS
- ☒Network Monitoring 24x7
- ☐Network Monitoring Nights and Weekends
- ☒Software Upgrade (OPTIONAL)
- ☐Performance Management
- ☐Performance Optimization
- ☐Change Management
- ☐Spares Management
- ☐Site Acceptance
- ☐Other

3 DURATION OF SUPPORT PERIOD

The support period of the Maintenance Level Agreement is provided in the table below:

	START	FINISH
REMOTE TECHNICAL SUPPORT 24 X 7	January 1, 2023	December 31, 2023
REPAIR SERVICES	January 1, 2023	December 31, 2023
PROVISION SOFTWARE SUPPORT	January 1, 2023	December 31, 2023
CORRECTIVE MAINTENANCE	January 1, 2023	December 31, 2023
PREVENTIVE MAINTENANCE	January 1, 2023	December 31, 2023
REMOTE MONITORING	January 1, 2023	December 31, 2023

4. SUPPORT COSTS

AviatCare Services			
WarrantyPlus Radio Services			
Services	**Services Part Number**	**Product Qty**	**Annual Price**
✓ Priority Technical Support: Available 24 X 7 (Unlimited) ✓ AviatCloud Support Portal: Available 24 X 7 (Unlimited) Level 2 ✓ Repair Services: ➢ (Unlimited) 20 Calendar Day turnaround time ➢ Advance Replacement 3-5 Calendar Day turnaround time ✓ Repair Logistics Program: Shipping covered by Aviat to and from customer site	NA160104-35266 SO 2412928		
	SNA-BNWXA1001238	• (24) IRU600	$8,355
	SWW-BNWXA1001248	• (22) CTR8540	$10,061
	SWW-SPRFA4001248	• (22) MPLS Advanced Software Updates	$8,837
	NA190607-38465 SO 2426902, 2428031, 2426902 Standard Warranty Expires 9/15/2023 Upgrades to WarrantyPlus		
	SNA-BWXXA1001238	• (4) IRU600	$556
	SWW-BWXXA1001248	• (6) CTR8540	$964
	SWW-SPRFAF001248	• (6) MPLS Advanced Software Updates	$433
	NA200225-31319 SO 2428032		
	SWW-BNWXA1001248	• (1) CTR8540	$457
	SWW-SPRFA4001248	• (1) MPLS Adavanced Software Updates	$402
Software Support: ProVision			
✓ Provide general availability releases and product updates to the Customer free of charge during the coverage period	SWW-PV85G2XX1299	• (1) ProVision Software Support	$6,000
Annual Preventive and Corrective Maintenance			
Ground Preventive Maintenance - Annual per Site Visit	SWW-MSPMXX001299	• (13) Sites 911 Center, COB, Burrstone Road, Higby Road, Bridge Water, Mutton Hill, Rome, Florence, Steuben, County Bldg 100, Lydon (new) (NA160104-35266) New Add: Verona (NA200225-31319)	$21,692
Corrective Maintenance - Annual Visit ➢ Emergency Onsite Ground Crew - 4 Hour SLA (Critical Alarms) ➢ (12) Callouts	SWW-MSCMXX001299		$19,440

Remote Monitoring			
✓ Remote Monitoring Around-the-clock monitoring (24 X 7 X 365) via the Aviat Networks secure Network Operation Center (NOC)	SWW-MSXXE2XX1299	• (14) INUe • (23) CTR8540	$28,583
		• (12) Dehydrators	$2,472
		• Annual Fee: NOC C891F Router	$773
Managed FAS Expert System			
✓ Managed FAS ➢ Custom built to monitor and detect interference ➢ Alert and notification of links affected by interference ➢ Weekly Interference report ➢ Monthly Consolidation Report	SWW-MSFAS7XX1299	FAS Software & Support, per link (8) MW hops *See link list below	$8,306

Total number of 6 Ghz hops: (8)	
Steuben to Booneville	Kirkland to Bridge Water
Steuben to Florence	Bridge Water to Higby Rd.
Rome to OC BLDG.	County Offive BLDG. to Primary 911
OC BLDG. to Kirkland	Frorence to Pompey Hill

AviatCare Total Warranty Support and Managed Services (1/1/2023-13/21/2023)	**$117,331**

OPTIONAL: Software Upgrade Service (SUS) :

Making sure your network has latest software version enhances security, reliability, system expansion, and interoperability features. This ensures the microwave network performs at its very best. This service ensures your microwave network keeps up with the growing capacity demands and feature requirements to meet the needs of all your stakeholders. Continually upgrading the software mitigates the risk of falling behind the technology curve.

We can do this remotely or have a dedicated engineer on site to do the upgrade for you. Software Upgrade service allows Aviat to evaluate, plan, manage, and execute network wide software revisions for our customers microwave radios at pre-determined agreed to timelines. During the upgrade, Aviat will upgrade all nodes / network controller cards to the latest generally available release.

OPTIONAL SUPPORT SERVICE – Network Software Upgrade (Remote or Onsite)			
➢ Managed Service Software Upgrade, Software Download and Activation	SWW-MSRSUXX10199	Remote Software Upgrade Does not require onsite personnel	$ 18,334
	Optional Onsite personnel		
	SWW-MSRSUXX30199	Aviat Onsite Software Upgrade	$14,625
	SWW-MSRSUXX10199	Remote Software Upgrade	$ 18,334

4.1 OPTIONAL AND TRUE-UP SUPPORT FEES:

Aviat Networks quotes onsite support services based on the following factors: network configuration, number of dispatches for the duration of a contract, number of hours onsite per dispatch, tower crew mobilization/demobilization, spares availability, and any specialized site access requirements.

Aviat Networks offers customers the option, where available, to purchase one-time support services which are invoiced at the time of service request. In addition, Aviat can supply onsite support services in excess of negotiated contract terms where the number of dispatch requests exceed the number of quoted dispatches during a given contract period, Aviat Networks will invoice the customer for the additional services (True-up) at the time of dispatch request. Fees for one-time and True-up callouts are listed below.

Optional One-Time & True-Up Managed Services Fees:		
Managed Network Service: Miscellaneous, Additional Ground Dispatch (Onsite Corrective and Preventive Maintenance)	SWW-MSGENXX10199	Per Occurrence $2,080
Managed Network Service: Miscellaneous, Additional Tower Dispatch (SLA restrictions apply) - Emergency - Non-Emergency	SWW-MSGENXX20199	Per Occurrence $11,000 $ 8,333
Managed Network Service: Miscellaneous, Material	SWW-MSGENXX30199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Travel	SWW-MSGENXX40199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Special Site Access Equipment	SWW-MSGENXX50199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Site Power Support	SWW-MSGENXX60199	Per Occurrence Time and Materials
Miscellaneous, Misc Extra Onsite Work	SWW-MSGENXX70199	Per Occurrence Time and Materials

4.2 SERVICE LEVEL SUPPORT DESCRIPTION

Access to Aviat Networks Customer Online Technical Support Site

The Customer will have access to the Aviat Networks Customer Online Technical Support web site 24/7 for a variety of tools and support services. Tools/support services include the following:

1. RMA Request & Status Updates.
2. RMA Reporting such as repair turnaround time performance.
3. Technical Support such as Service Request opening, reporting and status.
4. Information such as technical notes, frequently asked questions, solutions for commonly asked technical or operational issues.
5. Software Downloads.
6. Sales Order tracking and status (Eclipse Only).

URL: http://www.aviatcloud.com/

4.2.1 REPAIR SERVICES

Repair services are available to the Customer during the standard manufacturing equipment warranty period which includes any repair or replacement of defective units during the stated warranty period. Additional charges may apply during the warranty period for customers returning a high volume of No Fault Found units, require advance replacements, or a non-repairable units. Prior to the warranty period expiring, customers may procure ongoing access to this support service through the purchase of an extended warranty program or through one of our AviatCare Maintenance support offerings. Otherwise the Repair service is made available for out of warranty products through a Per Incident billing process that can be enabled through our regional RMA Desk. See further details on how repair services are provided below.

All equipment under this specific Maintenance Level Agreement shall be covered with our standard Repair / Replace policy. There is no limit to the number of units returned for repair but customers are subject to the same limitations for No Fault Found (NFF), damaged beyond repair units, and non-returned Advance Replacement units where additional charges may apply:

a) **Repair Center Support.** Customer shall place all RMA requests at the following link: https://aviatcloud.com/rma_tracking.asp. This link is available for use 24 hours a day, 7 days a week. Customers can also email or fax RMA requests to the appropriate Aviat Networks Repair Center. Aviat Networks will typically fax or email a confirmation with an RMA reference number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.

   In order for Aviat Networks to process an RMA request, the customer must provide the following information:

   - Company name;
   - Shipping and billing address;
   - Part Number;
   - Serial Number of the defective unit(s)
   - Unit software load;
   - Description of the suspected failure;
   - Whether any special requirements exist;
   - Maintenance Level Agreement contract number (if applicable); and
   - Provide a purchase order at the applicable price for billable requests. Billable requests include any request for express service regardless of warranty status. Contact your local Aviat Networks Repair Center for price information.

b) **Turnaround Time.** Aviat Networks will provide a Turnaround time on repair as per the following:

- 20 Calendar Day turnaround time on Aviat Networks manufactured equipment
- 45 Calendar Day turnaround on Aviat Networks Manufactured Discontinued equipment

c) **Turnaround Time Calculation.** Turnaround time is measured from the time that a returned unit is received at the Aviat Networks Repair Center, which will be advised at time of issuing a RMA, until the time the unit is shipped from the Aviat Networks Repair Center. Thus, the measurement of turnaround time does NOT begin when a returned unit is shipped from the customer's premises and does NOT include the shipping time accrued after the returned unit is shipped from the Aviat Networks Repair Center to the Customer's premises. Additionally, turnaround time will not be guaranteed in the following situations:

- If more than five (5) Units of the same type or more than ten (10) Units of any type are received at the same time.
- Missing information such as failure details, return shipping address, shipping instructions and/or any other information that may affect the start of the repair process of the shipment of the Returned Unit as the repair completed.
- Any returned unit is deemed No Fault Found.
- Any returned unit received due to any of the reasons listed in the Exclusions from Repair & Return Clause of this Section.
- Any returned unit received improperly packaged and therefore sustained physical or electrostatic damage in shipping.
- Returned units placed in Isolation.
- Event of Excusable Delay as described under the Excusable Delay clause of the Additional Terms & Conditions section of this Agreement.

d) **OEM.** For OEM, repair turnaround times are set by the OEM supplier. Aviat Networks close working relationship with OEM suppliers assures the best possible turnaround time. These times will be communicated to customer at time of RMA issuance. Excludes Tower repair.

e) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of units shipped to Aviat Networks, the Customer must provide a detailed packing list and commercial (Proforma) invoice to support the delivery. Each commercial invoice must clearly state the full description, the value of each unit and the RMA number. Once a unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the commercial invoice and airway bill number pertaining to the shipment.

f) **Exclusions from Repair & Return.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:

- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
- Modifications, alterations, or repairs made other than by Aviat Networks.
- Damages by persons other than Aviat Networks or its authorized service providers.
- Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.

- Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
- Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
- Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
- Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.

Repairs necessitated during the Agreement period by any of the above causes may be made by Aviat Networks, and the Customer shall pay Aviat Networks' standard charges for time and materials, together with all shipping and handling charges arising from such repairs.

g) **Stockpiling of Failed Units.** The Customer agrees to obtain an RMA Number for all failed units from an Aviat Networks Repair Center immediately following a failure and return the Units for repair immediately after receipt of the RMA Number from Aviat Networks. The customer agrees this Agreement will not apply retrospectively to cover any units failed and in the Customer's possession prior to the execution date of this Agreement, and will not apply to any units for which RMA numbers had already been obtained from Aviat Networks prior to the date of execution of this Agreement. Following execution of this Agreement the Customer agrees not to stockpile failed units and accepts that Aviat Networks will not be required to meet the turnaround times outlined in this Agreement if the units are not returned to Aviat Networks on receipt of an RMA Number or if they are stockpiled.

h) **No Fault Found Fee.** If in any given quarter during the Maintenance Level Agreement support period the number of returned units a Customer reports as defective exceeds 10% of the total number of returned units received by Aviat Networks during the same support quarter, but are thereafter found to meet Aviat Networks product test specifications resulting in a No Fault Found repair status, Aviat Networks will charge the Customer the then-current No Fault Found inspection fee for each non-defective returned unit in excess of such ten percent (10%) as a True-Up support fee at the conclusion of the maintenance support quarter.

i) **Damaged Beyond Repair.** Returned Units that Aviat Networks (in its sole discretion) determined are damaged Beyond Repair or have been repaired (or otherwise modified) by a party other than Aviat Networks will be placed in Isolation. The Customer shall be advised by fax or e-mail, within ten (10) days working days, of the nature and extent of the damage. The Customer shall be responsible for informing Aviat Networks of the next course of action. If the Customer decides to replace the unit(s), they must follow the usual purchasing process. Note: If the returned unit is no longer in current manufacture and/or is OEM, Aviat Networks will not guarantee availability of a unit for sale.

4.2.2 ADVANCE REPLACEMENT

Advance Replacement provides the Customer with shipments of a limited number of Units intended as an advanced replacement of Returned Units, upon the Customer's request. The service encompasses the following:

a) **Repair Center Support.** Customer shall place Advance Replacement requests at the following link: https://aviatcloud.com/rma_tracking.asp. This link is available for use 24 hours a day, 7 days a week. Customers can also email or fax the RMA request to the Aviat Networks Repair Center. Aviat Networks will typically fax or email a confirmation with an RMA Number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.

b) **Shipping Costs.** Customer is responsible for all charges associated with shipping the Returned Unit to the designated Aviat Networks Repair Center, which shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid) Aviat Networks Repair Center (Incoterms:2000). Aviat

Networks is responsible for the charges associated with shipping the Returned Unit back to the Customer, which shipment shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid), Customer's premises (Incoterm:2000).

c) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, the Customer must provide a detailed packing list and commercial (Proforma) invoice to support the delivery. Each commercial invoice must clearly state the full description, the value of each unit and the RMA number. Once a unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the commercial invoice and airway bill number pertaining to the shipment.

d) **Returned Unit.** If this Agreement entitles the Customer to the RLP and the Customer elects to use it for the returned unit, the Customer will be invoiced for the list price of the Advance Replacement Unit(s) if Aviat Networks does not receive notification to pick-up the pertinent returned unit, at most, ten (10) days after Customer's receipt of the Advance Replacement Unit. In the event that the Customer is not entitled to the RLP or the Customer elects to return the returned unit to Aviat Networks via a freight forwarder outside of the RLP, the Customer will be invoiced for the list price of the Advance Replacement Unit if Aviat Networks does not receive the pertinent returned unit at the Aviat Networks Repair Center within, at most, thirty (30) days after receipt of the Advance Replacement Unit. The returned unit will become the property of Aviat Networks. The Customer agrees that the returned unit must be repairable and does not fall into any of the categories listed in the Exclusion from Advance Replacement clause.

e) **Exclusion from Advance Replacement.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:

- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
- Modifications, alterations, or repairs made other than by Aviat Networks.
- Damages by persons other than Aviat Networks, or its authorized service providers.
- Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
- Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
- Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
- Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
- Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.

f) **No Fault Found Fee.** If in any given quarter during the Maintenance Level Agreement support period the number of returned units a Customer reports as defective exceeds 10% of the total number of returned units received by Aviat Networks during the same support quarter, but are thereafter found to meet Aviat Networks product test specifications resulting in a No Fault Found repair status, Aviat Networks will charge the Customer the then-current No Fault Found inspection fee for each non-defective returned unit in excess of such ten percent (10%) as a True-Up support fee at the conclusion of the maintenance support quarter.

g) **Limits.** Customer is entitled to receive a limited number of Advance Replacement Units per year. This number is not to exceed ten percent (10%) of the total Repair & Return requests during that year. Accrued Advance Replacement Units that have not been requested by the Customer may not be carried over to the next year. Additional Advance Replacement Units will be provided at Aviat Networks' then current prices, terms and conditions.

h) **Unavailability.** If an Advance Replacement Unit is not available, then Aviat Networks will repair the Returned Unit within a mutually agreed Turnaround time. Customer agrees that repair of the Returned Unit shall be Aviat Networks' sole obligation, and the Customer's sole remedy, if an Advance Replacement Unit requested by the Customer is not available.

I) **Turnaround Time Commitments.** Standard Advanced Replacement service ensures customer will receive a comparable unit to the one being returned within 3 to 5 business days from date of RMA. If customer requires a replacement unit in a shorter period of time there is an added charge for this and based on replacement unit availability will be delivered on a next business day basis. Customer will be informed at time of RMA request whether this service can be provided or not depending on component availability.

4.2.3 REPAIR LOGISTICS PROGRAM (RLP)

Aviat Networks shall provide free freight to the Customer for all Units returned via the Aviat Networks Repair Logistics Program (RLP). In the event that the Customer returns Units to Aviat Networks via a freight forwarder outside of this Program, all freight expenses and damage liability will be the responsibility of the Customer. Aviat Networks is responsible for all tariffs, duties, or taxes associated with importing Units for repair. After the repair, the Units shall be returned to the Customer DDU (Delivered Duty Unpaid) Customer's premises (Incoterms 2000). To implement the return of a Unit via this Program the Customer shall request an RMA for the Unit using the link in the Repair Services or Advance Replacement Sections or the contact information as listed in the Aviat Networks Contacts Section.

Liability of Units Damaged During Shipping. Aviat Networks will assume responsibility for insuring the Units against loss or damage that is moving via the RLP. The Customer shall examine the condition of all shipments returned from Aviat Networks via the RLP at the time of delivery. Visible signs of damage shall be brought to the attention of the carrier and the contents shall be examined for damage immediately. Aviat Networks will not be liable for any direct reports by the Customer for Units that are found to be damaged upon receipt by the Customer that are made over seven (7) days after the Units have been delivered. Units damaged through transit shall be returned for repair at Aviat Networks through the normal return process. Damage or loss incurred to Units shipped to Aviat Networks by the Customer outside the RLP shall be the responsibility of the Customer.

4.2.4 REMOTE TECHNICAL SUPPORT 24 X 7

Customer 24 X 7 Remote Support

24 X 7 Remote Support provides around-the-clock (24 X7) telephone access to Aviat Networks' Technical Assurance Center in order to resolve Critical Service Requests, Major Service Requests, Minor Service Requests and Inquiry Service Requests.

a) **Telephone Number.** Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during normal business hours. **OR** Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during the day or night. For night support services (after business hours in the local time zone), Aviat Networks will handle all such requests that are Critical or Major that the Customer reasonably categorizes as being High Priority. In addition with this service customer can pre-schedule after hours support when doing a new software installation or a network upgrade related to covered equipment.

b) **Rapid Response Time.** Aviat Networks will route Critical Service Requests to the appropriate TAC subject matter expert within fifteen (15) minutes of call receipt.

c) **Service Request Number.** Aviat Networks will assign, to each Service Request, a number that will be logged, tracked and stored in our Case Management database.

d) **Service Request Management.** Aviat Networks will dedicate continuous attention to Critical and Major Service Requests until service is restored or request is closed. Aviat Networks will work to resolve the Service Request until Customer accepts the proposed solution, at which point the TAC will close the Service Request.

e) **Documented Escalation Procedures.** Aviat Networks will implement internal escalation and notification procedures in order to facilitate the timely resolution of Service requests by a TAC Engineer with an adequate level of expertise. The technical support process includes rigid managerial escalations that are intended to facilitate the appropriate handling of recovery efforts and Customers being regularly updated on the status of the Service Request. Additional information on this escalation process is available in our Global Network Service Customer Support guidelines document available on our website at www.aviatnetworks.com.

f) **Service Request Submission.** Under this Agreement, there is no limit to the number of Service Requests that Customer may submit for resolution. Customer may also define and authorize specific users within its organization to have access to this Service Request Submission Service. To ensure appropriate management of this support Aviat Networks has implemented a Support Assurance Program where an Express PIN will be assigned to each customer which clearly identifies the level of service a customer is entitled to receive. All Service Request Submissions will require Express PIN information prior to being submitted.

Service Request Severity Classifications

There are four (4) Service Request severity classifications: (a) Critical; (b) Major; (c) Minor; and (d) Inquiry. Critical, Major and Minor Service Requests pertain to problems in the Product. Inquiry Service Requests pertain to questions about the Product or Services. The four (4) Service Request severity classifications are defined as follows:

a) **Critical Service Requests** are those that severely affect service, traffic, billing and/or maintenance capabilities, and require immediate corrective action (regardless of the time of day or day of the week).

b) **Major Service Requests** are those that cause conditions that seriously affect Product operation, maintenance and/or administration, and require immediate attention. The urgency is less than in Critical Service Requests because of a lesser immediate or impending effect on Product performance, customer and/or network operation and revenue.

c) **Minor Service Requests** are problems that are tolerable during Product use, do not significantly impair the functioning of the Product and do not significantly affect service to customers.

d) **Inquiry Service Requests** are questions about technical details concerning the usage or behavior of the Product.

4.2.5 PROVISION SUPPORT 24 X 7

Aviat Networks shall provide remote technical support to the Customer on ProVision. The remote technical support 24 X 7 shall be provided as per the terms outlined in the Remote Technical Support 24 X 7 section of this Agreement.

Aviat Networks shall provide support on the current and previous ProVision production release and will investigate all reproducible product anomalies for the supported version. Aviat Networks shall

also provide general availability releases and product updates to the Customer free of charge during the coverage period.

Customer Responsibility

To enable the Aviat Networks TAC to fully investigate ProVision issues, the Customer shall provide the TAC the appropriated logs and remote access where possible. The Customer will provide the capability to allow Aviat Networks to remotely access the Customer's network by means of a secure internet connection to the Customer's site. This connection process will need to be defined at time of Agreement such that any issues arising after Agreement closure can be addressed expeditiously.

Exclusion from Provision Support 24 X 7

The services to be rendered on ProVision by Aviat Networks under this Agreement shall not comprise any services, which are required as a result of one or the more of the following:

- Customers using old versions of ProVision. The ProVision Agreement provides regular updates; customers are required to have the current GA release or the previous GA release installed and commissioned before they can obtain Aviat Networks technical support.
- Customer's lack of basic user training. It is expected that all users will have received basic user training when the ProVision system was installed.
- Network Planning; NMS Integration; Training courses; Installation and Commissioning; On Site Support. These are separate Aviat Networks service offerings, which are not delivered under this Agreement.
- Due to the complex nature of ProVision issues, which may be network related rather than ProVision related, not all Customer-defined level three product anomalies can be rectified within the commercial bounds in which Aviat Networks operates. Aviat Networks will require that all product anomalies are reproducible, prior to the commencement of any detailed fault analysis or potential product re-engineering. Aviat Networks undertakes to provide a response on all logged product issues and will provide work-around's where possible.

4.2.6 CORRECTIVE MAINTENANCE

Corrective maintenance provides for the dispatch of the necessary support personnel and test equipment for the purposes of diagnosing a problem, restoring service or correcting a service request that Aviat Networks has unsuccessfully attempted to resolve remotely from one of our Technical Assistance Centers.

All sites under maintenance must have undergone full commissioning and proven to be in good working condition. The Customer shall make available site commissioning and acceptance data if requested by Aviat Networks. .

The service is provided according to the following Service Level Agreement (SLA):

CRITICAL FAULTS FOR RADIOS.	4 Hours

Aviat Networks shall use its best effort to be onsite within four (4) hours of the Aviat Networks first level support personnel receiving emergency onsite support requests. Notwithstanding anything contained herein to the contrary, all services provided may be performed by Aviat Networks directly or through one or more qualified Subcontractors. Aviat Networks shall coordinate, supervise, manage and be responsible for the services of all the Subcontractors.

Limitations: In order to meet the on-site SLA response requirements, the Customer is responsible for providing access to difficult to reach sites (i.e. site not accessible by public road using 2 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require customer presence. The customer is responsible for provisioning and making available spare parts.

4.2.7 Emergency onsite Tower Crew - OPTIONAL

Aviat Networks shall use its best effort to have a Tower Crew onsite with a mean time of 12 hours time, but not-to-exceed 24 hours, of the Aviat Networks NOC requesting an emergency onsite. Notwithstanding anything contained herein to the contrary, all services provided may be performed by Aviat Networks directly or through one or more qualified subcontractors. Aviat Networks shall coordinate, supervise, manage and be responsible for the services of all the subcontractors. Tower Crew pricing is based on a 2 person crew. If above 250 feet, 3 tower crew resources are required. If above 400 feet, then 4-5 resources are required.

Scope of work includes addressing the issue that is affecting system performance. The closest capable crew will be dispatched to assess the issue and develop a plan requesting materials that may be required. All responding members will be trained in the OSHA requirements for safe work.

Note: Issues or concerns that are not essential to the restoration of the network are to be addressed in a separate mobilization

Limitations:

- Onsite response time is based on weather permitting a tower climb. In order to meet the on-site SLA response requirements, the Customer is responsible for providing approval of additional expense for enabling access to difficult to reach sites (i.e. site not accessible by public road using 4 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require Customer presence.
- Customer is responsible for ensuring availability of adequate Stock.

Generators: When there is an imminent threat of an approaching disaster (e.g. hurricane) Aviat Networks will work with Customer to plan in advance and stage generators that will be needed (after receipt of Customer acceptance to stage and rent generators).

Notes:

- Competency and readiness of Tower Crew and Ground Crew:
  - Tower Crew and Ground Crew are trained for the operation and troubleshooting of all Aviat Network provided equipment.
  - Upon arrival to sites, Tower Crew will be equipped with tools and materials (including but not limited to In-line connector, jumper cable, compression N-type connectors, 400-ft spare LMR400 cable, line sweeper, ground kits), to resolve the issues described by the dispatcher and to perform common tower/site corrective tasks including but not limited to:
    - Performing path alignment of dishes with size up to and including 10-ft
    - Performing structural restoration of the dishes
    - Performing loop-back tests on the Aviat equipment
    - Performing line sweeps and identifying cable faults
    - Performing cable/connector replacement
    - Performing equipment replacement/removal
    - Performing bypassing of surge arrestors with jumper cables and in-line connectors

4.2.8 PREVENTIVE MAINTENANCE

Preventative Maintenance provides a resource to work with the customers in reviewing operational aspects related to the performance of Microwave equipment and associated software within the customer's network. A resource will come on-site to all customer locations covered under the associated agreement for this service. Once analysis is complete, Aviat Networks will provide a written summary of findings and recommendations related to the work that has taken place.

An engineer is deployed to site as per the customer and Aviat agreed upon schedule commitment for this service. A system health check on Aviat Networks' equipment will be completed which includes performance testing and an analysis of historical data. A visual site audit is included under this service offering, which includes the following: (Complete Checklist in Attachment 1: Preventive Maintenance Checklist)

4.2.8.1 Ground PM

- Spot check internal and external grounding
- Visual inspection of indoor and outdoor equipment
- Visual inspection of all cables, connectors, weather proofing
- Visual inspection of antenna installations
- Verify DC power levels

During the on-site time, the Aviat Networks' resource may recommend routine maintenance to the customer – which will be the responsibility of the customer to perform - and the Aviat Networks resource may, with the customer's agreement, perform routine upgrades to operating firmware or software that do not require network downtime. This preventative service work covers all Aviat Networks Microwave radio equipment, associated OEM equipment, DC systems and the Antenna Systems.

A final report will be presented to the customer stating findings, conclusions and any further recommendations. This preventative service work includes one day of time to visit with customer and review in detail the findings from preventative analysis effort.

4.2.8.2 Tower PM - OPTIONAL

Provide inspection of Condition of Tower

- Provide inspection of Grounding
- Provide visual inspection of Safety Lighting Systems
- Provide inspection of all cables, connectors, weather proofing
- Provide inspection of Waveguide and Pressure Window assemblies if used
- Provide inspection of walkways, platforms, and sensors
- Provide inspection of antenna installation, condition, and alignment

During the on-site time, the Aviat Networks' resource may recommend routine maintenance to the customer – which will be the responsibility of the customer to either perform or provide authorization to Aviat to perform. This preventative service work covers only Antenna Systems under current Aviat support contract. A final report will be presented to the customer stating findings, conclusions and any further recommendations.

Limitations: In order to meet the on-site SLA response requirements, the Customer is responsible for providing access to difficult to reach sites (i.e. site not accessible by public road using 2 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require customer presence. The customer is responsible for provisioning and making available spare parts.

Exclusion: Materials are excluded from scope of work and pricing. Materials or special transport equipment (snow cat, boom truck, etc) will be invoiced as time and materials.

NOTES: If additional hours are required to complete out of compliance repairs (above the 2 hours), Aviat will true-up with the client at completion of all sites. Assuming all fixes are during maintenance window, Hourly rate will be $201 for a Lead Microwave Technician and $302 per Tower Climber. Any materials will be invoiced at time and materials.

4.2.9 REMOTE MONITORING SERVICES

Aviat Networks' Managed Network Services solution provides customer with a bundled offering that combines traditional network monitoring and event management services with fault resolution to offer end-to-end operations management solutions. When bundled together, services in this portfolio offer a broad, all-in-one-solution set managed through a

single point of contact – the Aviat Network Management Center (NMC). Aviat Networks is providing customer with the following bundled services:

- Surveillance and Network Monitoring
  - Continuously monitor network elements.
  - Detect / Identify Faults and Alarms
- Event Management
  - Triage
    - Correlate Alarms where appropriate
    - Review Maintenance Schedules / Weather Patterns / Known Issues
    - Assess Severity and Service Impact
  - Troubleshooting
    - Diagnose and isolate the fault / alarm
    - Coordinate restoration and repair – remotely or onsite.
    - Actively manage the event from "cradle to grave."
    - NOTE: Aviat Networks strives to troubleshoot and resolve issue remotely prior to or in place of dispatching field resources to site. This is facilitated through our close linkage between the NOC and our Technical Support staff who are co-located with our primary NOC facility. Allows us to bring 50+ years of Microwave and Wireless Networking experience to bear on an issue.
- Notification
  - Report events to customer in real-time via Phone / Email / Portal
- Trouble Ticketing
  - Document the fault
  - Manage ticket until fault is resolved
  - Generate trouble ticket reports
  - Capture lessons learned from each incident into our Knowledgebase for future reference
- Call out and Dispatch
  - Dispatch field operations and vendors for physical analysis and repair
  - Coordinate all aspects of the dispatch to ensure right resource is at the right location with the right tools / equipment to resolve the problem within the SLA commitment.
- Failure Analysis
  - Generate a post mortem report to document issue / lessons learned as appropriate
  - Drive continuous improvement of process and tools
- Reporting
  - Monthly reports – Performance to SLA / Network Performance

Aviat Networks strives to troubleshoot and resolve issues remotely prior to or in place of dispatching field resources to site. When an alarm is received in the Aviat NOC, the team will apply their years of microwave expertise in determining the root cause. We will review and correlate all alarms, look at weather, RSL's, SNR, etc. After troubleshooting and it is determined an emergency onsite dispatch is required, the following process will be followed.

- NOC generates Case to track all aspects of identified issue
- NOC reviews site issues to ensure there are no pre-required approvals needed
- NOC requests dispatch and identifies all pre-requisites including required hardware if hardware failure is identified as the root cause from remote troubleshooting
- NOC confirms dispatch in process to all parties with estimated ETA
- Once Tech onsite, SLA time is logged into case and Conference Bridge is initiated with NOC
- Issue is resolved / workaround completed and Ticket is closed by NOC
- Email notification is sent to all identified parties to alert them to closure
- Tech takes failed unit (assuming hardware failure) and processes through the Aviat RMA process

- Tech also updates Spares inventory identifying hardware removed and what hardware is being processed via the RMA process.

4.2.9.1 Aviat Networks Support process – NOC & TAC

- Tier 1: NOC Personnel
  - NOC Engineer receives alarm notification from our monitoring tools, opens a Support Case and based on Customer and Product data, reviews potential impact. Looks at all aspects of the site impacted to understand potential impact from Scheduled Maintenance, Weather, and finally the equipment itself. If after initial review of all aspects that NOC can access, NOC will initiate a field dispatch. At the same time, if not successful in identifying the specific issue impacting performance of the network, will escalate to the next tier of support within Aviat (Tier 2). Within the TAC team, NOC escalations take priority over all other customer issues – other than an outage that may be occurring in a customer's network.
  - The NOC Engineer will identify the severity (Critical, Major, Minor) at the time of escalation to the TAC team. This is driven based on parameters set in our agreed SLA with the customer and can also be overridden directly by customer requesting a higher level of severity.
  - ~90%+ of trouble tickets are resolved within the NOC without any interaction with TAC
- Tier 2: TAC
  - If the problem is not resolved within the target resolution time – associated with each of the severity levels, then there is an automatic process by which the issue will escalate to the next level of support to pursue resolution, at this time notification also takes place to Management identifying fact issue has went beyond our accepted timeframe for resolution.
  - Tier 2 generally is required when the issue is beyond simple hardware failures. Usually involves some level of configuration, hardware not operating exactly as specified, or when problem is intermittent in nature.
  - ~8% of trouble tickets are resolved within Tier 2 after escalation from the NOC.
- Tier 3: TAC
  - If the problem is not resolved within the target resolution time, after Aviat Networks initiates the troubleshooting process, then Aviat Networks will escalate to management and next level of support to pursue resolution.
  - Tier 3 TSE typically gets involved when there are complex interoperability issues identified between the microwave and other components in the network, when problem appears to be software related (i.e., a bug), or when new products or software have been introduced into the network and cause issues not previously seen before.
  - ~2% of trouble tickets are resolved within Tier 3 after escalation from Tier 2.

4.2.9.2 Service Level Agreement (SLA)

SR Priority Level	Alarm Severity	Event / Alarm Ack	Customer Event Alarm Notification	Aviat Reaction Time	Usage	Response
1	CRITITCAL (Service Affecting)	≤ 5 min	≤ 10 min	≤ 15 min	Used for events that is currently impacting service or ability to view network elements (LOV).	Outages are referred to Emergency Recovery immediately. Immediate and continuous effort and escalation until resolved or restored to pre-incident condition or work around is implemented. Resolved or referred to Tier II/III support group.
2	MAJOR (Non Service Affecting)	≤ 30 min	≤ 60 min	≤ 75 min	Used for in-service trouble conditions that does not affect service nor qualify as a loss of redundancy. Typically these conditions if unresolved will not result in a Priority 1 event.	Resolved or referred to Tier II/III support group. Continuous effort until either a) service level is restored to pre-incident, b) acceptable workaround is implemented, or c) an action plan is instated that will meet MTTR requirements.
3	MINOR	≤ 30 min	Monthly Summary	≤ 12 hrs	Used for non-service affecting conditions that if not resolved will not result in a Priority 1 or 2 events or issue.	Resolved or referred to Tier II/III support group

- Phone call wait time: Answer calls by live person within 30 seconds (average) with a maximum wait time of 5 minutes. A direct line will be provided.
- Email response time: Acknowledge email requests by live person within 15 minutes unless there is routine maintenance or down time.
- The maximum amount of time between the occurrence of condition that requires crew dispatch and the crew dispatch phone call is made: < 60 minutes

5. AVIAT NETWORKS CONTACTS

Outlined below is the process to contact Aviat Networks once the Agreement is effect.

For Questions or concerns on the Agreement either before or after it is in effect, please contact:	
NORTH AMERICA Repairs, Returns & Advance Replacements	NORTH AMERICA Technical Assistance

Phone: 1--800-227-8332 (selecting Option 2, then 1) Direct number: 1-210-526-6345 Fax: 1-210-526-6315 E-mail: CustomerCare.Americas@aviatnet.com Online RMA Request: https://aviatcloud.com/rma_tracking.asp	Phone: 1-800-227-8332 (Option1, enter PIN, press 1 to confirm PIN, then Option 1 for TAC) Direct number: 1-210-526-6345 Fax: 1-210-526-6315 E-mail: TAC.AM@aviatnet.com Online Technical Assistance Request: www.aviatcloud.com
NORTH AMERICA Network Operations Center (NOC) Aviat NOC Contacts: Email: noc.notifications@aviatnet.com Phone: 877-662-7871 opt 1, 24x7	NOC Escalation Contacts: Sr. Manager Stephen Berger Phone: 210-973-4218 Email: stephen.berger@aviatnet.com

6. ADDITIONAL TERMS AND CONDITIONS

This Agreement is between the party purchasing services described herein (the "Customer"), with Aviat U.S., Inc., a wholly owned subsidiary of Aviat Networks Inc. ("Aviat Networks"), with offices at 200 Parker Drive, Suite C100A, Austin, Texas 78728 .

6.1 SCOPE OF SERVICES

Aviat Networks will furnish the services outlined in the Service Level Support Section of this Agreement ("Services") for the products for Customer as may be required from time to time for the period specified in the Duration of Support Period Section providing receipt and acceptance of the Customer's purchase order. The Services will be provided in conformity with the terms, conditions, specifications and other requirements of this Agreement and each request for Services will be governed by the terms and conditions stated herein.

The Customer must ensure that the Products to be included in this Agreement be in good operating condition prior to the commencement of this Agreement. Aviat Networks., Inc. reserves the right to inspect any and all of the Products to be included in the Agreement prior to the commencement of the Agreement, and if the Product is found to be defective, the Customer shall be responsible for the cost of repair of the defective units.

An authorization to return units to Aviat Networks under this Agreement must be obtained from an Aviat Networks representative prior to making shipment to the Aviat Networks' Repair Center. Aviat Networks warrants that each Unit that is repaired or replaced under this Agreement, shall, at the time of return to Customer, for a period of ninety (90) days thereafter or until the expiration or termination of this Agreement, whichever is longer, be free from defects in materials and workmanship. Such warranty shall not include any consumable components to which a specific manufacturer's guarantee applies. If any Unit shall prove to be defective in materials or workmanship under normal intended usage, operation and maintenance during the term of this Agreement, as determined by Aviat Networks after examination of the Unit claimed to be defective, then Aviat Networks shall repair or replace, at Aviat Networks' sole option, such defective Unit, in accordance with procedures specified herein, at no additional cost, exclusive, however, of the cost of labor by the Customer's own employees, agents or contractors in identifying, removing or replacing the defective part(s) of the Units.

Liability of Aviat Networks for breach of any and all warranties hereunder is expressly limited to the repair or replacement of defective Units as set forth in this Agreement, and in no event shall Aviat Networks be liable for special, incidental or consequential damages by reason of any breach of warranty or defect in materials or workmanship.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY. IN PARTICULAR, THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY DISCLAIMED AND SHALL NOT BE APPLICABLE EITHER FROM AVIAT NETWORKS OR ANY OTHER EQUIPMENT MANUFACTURER. AVIAT NETWORKS' WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, UNDER NO CIRCUMSTANCES SHALL AVIAT NETWORKS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING UNDER CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOSS OF CAPITAL, REVENUE OR PROFITS AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT. CUSTOMER HEREBY INDEMNIFIES AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO THE INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL AVIAT NETWORKS' LIABILITY TO CUSTOMER, OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE LESSER OF $100,000.00 USD OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR ANY ITEMS SUPPLIED HEREUNDER.

EXCLUSIONS:

Except as set forth below, the following are excluded from the scope of this Agreement:

1. Repair or replacement of Products which have been subjected to:
    - damage as a result of Customer's fault, negligence, improper use or failure to maintain Products in good working order; or
    - accident (including fire, flood, storm, lightning strike, or other act of God)
2. Repair or replacement of Products furnished, modified, altered or repaired by Customer or any other third party other than Aviat Networks or its authorized agent.
3. Repair of Products that are not repairable due to lack of component availability.
4. Expedited Services such as Emergency Repair. Expedited Services may be requested and will be executed based on inventory availability only. Expedited Services will be quoted at time of service request;
5. Repair of Antenna Systems. Tower crews, and the associated dispatch/labor support, for repairing antenna systems are excluded from Warranty and Extended Warranty unless specifically identified as a purchased service option. Field support for antenna repair will be contracted by the Customer on a per incident basis.

6.2 PRICES/PAYMENT/TAXES/SHIPPING

All payments shall be made via check to the accounts specified on the invoice in advance of the commencement of each year of service/coverage. Customer shall make payment of the total amount due to Aviat Networks within thirty (30) days from the invoice date, unless otherwise specified or agreed to in writing by Aviat Networks. In the event any payment by Customer is past due, Aviat Networks reserves the right to withhold Services until such payment is received. Prices and payment terms for Services or Products not included in this Agreement, such as Emergency Repair, etc., will be established on a case-by-case basis subject to the mutual written agreement of the parties.

All prices are exclusive of all sales, use, excise, and other taxes, duties or charges. Unless evidence of tax exempt status is provided by Customer, Customer shall pay, or upon receipt of invoice from Aviat Networks, shall reimburse Aviat Networks for all such taxes or charges levied or imposed on Customer, or required to be collected by Aviat Networks, resulting from this transaction or any part thereof.

All shipments made by Aviat Networks under this Agreement are made via the methods (as applicable) outlined in the Repair Services and/or Advance Replacement Sections or the Repair Logistics Program Section (if purchased) of this Agreement. Unless instructed otherwise, Aviat Networks will arrange for standard commercial shipping. In the event Customer requires other than standard commercial shipping, Customer will be responsible for any additional costs incurred. Responsibilities regarding the export of items delivered under this Agreement are detailed in the Export and Re-Export Restrictions and Export Documents Sections below.

If payment is not made when due, Aviat Networks may assess interest on the overdue balance at the lesser of 1-1/2% per month or the maximum rate allowed by law.

6.3 EXPORT AND RE-EXPORT RESTRICTIONS

Performance and delivery of the equipment, documents, Services and Software sold or delivered hereunder are subject to export control laws and regulations of the United States, as applicable, and conditioned upon receipt of required U.S. Government licenses and approvals by Aviat Networks. Customers shall not export or re-export Products or technical data delivered hereunder from the United States without complying with regulations of the Bureau of Export Administration of the United States Department of Commerce, as applicable. Customers shall not re-export the Products and technical data delivered hereunder from the country of delivery or to any facility engaged in the design, development, stockpiling, manufacturing or use of missile, chemical or biological weapons without fully complying with the regulations of the above United States government agencies. Customer warrants that it will comply with the United States Foreign Corrupt Practices act of 1997, as amended. Customer shall defend, indemnify and hold Aviat Networks harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section.

6.4 EXPORT DOCUMENTS

Customer shipments, under this Agreement, to Aviat Networks shall be made via the methods (as applicable) outlined in the Repair Services and/or Advance Replacement Sections or the Repair Logistics Program Section (if purchased) of this Agreement. Customer shall be responsible for insurance and for clearing incoming Products through customs in their country.

Customers shall be responsible for obtaining any necessary import licenses into the country of delivery. Aviat Networks shall provide certificates of delivery, affidavits of origin, and other information under its control which is necessary for Customer to import Products.

Customers shall provide all information, certificates and Letters of Assurance necessary for Aviat Networks to obtain any export licenses required for Aviat Networks to export Products out of the country for repair, as applicable. Aviat Networks shall be responsible for selection and/or approval of freight forwarder(s). In the event that Customer wishes to utilize a freight forwarder that is not acceptable to Aviat Networks, Customer shall be the shipper of record and shall be responsible for obtaining required export licenses which shall be in the name of the Customer.

6.5 EXCUSABLE DELAY

Aviat Networks shall be excused from performance under this Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of a public enemy, labor difficulties or disputes, failure or delay in delivery by Aviat Networks' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of God, or Customer's fault or negligence, or where compliance with any applicable environmental law or regulation by Aviat Networks is not reasonably technologically or economically feasible, or would otherwise require Aviat Networks to change its manufacturing process. ("Excusable Delay").

In the event of an Excusable Delay, Aviat Networks shall make reasonable efforts to notify Customer of the nature and extent of such a delay and Aviat Networks (i) will be entitled to a schedule an extension on at least a day-for-day basis, and (ii) in the event the delay is caused by Customer's fault or

negligence, Aviat Networks will be also entitled to an equitable adjustment in the price under this Agreement.

6.6 TERMINATION

Either party may terminate this Agreement immediately upon written notice to the other party if: either party breaches any provision of this Agreement in any respect and such breach remains unremedied for thirty (30) days after written notice from the non-breaching party. In the event this Agreement is terminated due to a breach by Customer, Aviat Networks shall retain the entire amount of the annual fee paid by Customer.

The right of termination provided herein is absolute and neither party shall be liable to the other for damages or otherwise by reason of such termination.

6.7 ASSIGNMENT

Customer may not assign this Agreement in whole or in part without the prior written consent of Aviat Networks which shall not be unreasonably withheld.

6.8 GOVERNING LAW, VENUE AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The parties agree that any action to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between Aviat Networks and Customer will be brought in a local or Federal court of competent jurisdiction in, Texas.

6.9 ENFORCEABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired.

6.10 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY CLAIMING UNDER THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, AND CONSEQUENTIAL OR LOSS OF PROFIT TYPES OF DAMAGES AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT.

IN NO EVENT SHALL AVIAT NETWORKS' TOTAL LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE GREATER OF ONE HUNDRED THOUSAND UNITED STATES DOLLARS ($100,000.00 USD) OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR SERVICES SUPPLIED HEREUNDER.

THIS ARTICLE SHALL SURVIVE THE TERM OR EXPIRATION OF THE AGREEMENT. CUSTOMER AGREES TO INDEMNIFY AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE SERVICES OR PRODUCTS PROVIDED HEREUNDER, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE.

6.11 COMPLIANCE WITH LAW

a) Customer agrees to assist Aviat Networks to comply with any applicable conventions, laws, rules, regulations, and bylaws incident to its activities under this Agreement, including, without limitation, United States export control regulations, the United States Foreign Corrupt Practices Act, and the United States anti-boycott regulations. Customer will promptly deliver to Aviat Networks a copy of any notice or instrument alleging a violation of any of these laws.

b) Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to Customer's performance hereunder, and shall promptly act to correct any noncompliance once identified.

c) EXPORT AND RE-EXPORT RESTRICTIONS. Customer acknowledges that the Equipment and Licensed Programs sold or licensed to it by Aviat Networks under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Licensed Programs, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada.

6.12 ENTIRE AGREEMENT

This Agreement supersedes all previous communications, transactions, and understandings, whether oral, or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms shall be binding on either party unless made in writing and signed by a duly authorized representative of both parties.

7. SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names.

AVIAT U.S., Inc.		Customer	
By:	[signature]	By:	
Name:	Lauri Lovingwood	Name:	
Title:	Director - Customer Care	Title:	
Date:	3/3/23	Date:	

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Data subject to change without notice.
Filename_MonthDayYear

Aviat
NETWORKS

July 14, 2022

ONEIDA COUNTY EMERGENCY SERVICES

Contract 126655

AviatCare Services Contract (2023)

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1. EXECUTIVE SUMMARY

The included Aviat proposal specifies the services and responsibilities applicable to contract support of microwave and associated products from Aviat U.S., Inc. ("Aviat Networks" or "Aviat") and its partners. The Services listed in this proposal shall be governed by the terms and conditions set forth in this Agreement and the Aviat Global Support Guidelines ("Agreement"). Neither party is obligated to provide Services until the Agreement is executed by both parties and a Purchase Order has been issued. Any capitalized terms not defined herein shall have the meaning ascribed to it in the Agreement. Should a conflict exist between any other agreement between the parties and this Agreement, this Agreement shall control.

Pricing quoted as part of this proposal is valid for 60 days. Services are quoted and payable in US dollars and reflect the scope of work as as specified within this proposal. The services listed below shall only be eligible for support, which includes any customer spares purchased under the included Aviat Networks Sales Order Numbers. Consumable items such as cables or batteries are excluded. Unless otherwise specified and additionally included, facility maintenance including but not limited to towers, shelters, air conditioners, generators and fuel storage are also excluded.

2. AVIATCARE SERVICES: MAINTENANCE COVERAGE ("Services")

Aviat Networks will provide the following services

- ☒Repair Services
- ☒Advance Replacement
- ☒Repair Logistics Program
- ☒Remote Technical Support 24x7
- ☒ProVision Support
- ☒Onsite Ground Corrective Maintenance
- ☒Onsite Ground Preventive Maintenance
- ☐Onsite Tower Corrective Maintenance
- ☐Onsite Tower Preventive Maintenance
- ☐Hosted FAS
- ☒Network Monitoring 24x7
- ☐Network Monitoring Nights and Weekends
- ☒Software Upgrade (OPTIONAL)
- ☐Performance Management
- ☐Performance Optimization
- ☐Change Management
- ☐Spares Management
- ☐Site Acceptance
- ☐Other

3 DURATION OF SUPPORT PERIOD

The support period of the Maintenance Level Agreement is provided in the table below:

	START	FINISH
REMOTE TECHNICAL SUPPORT 24 X 7	January 1, 2023	December 31, 2023
REPAIR SERVICES	January 1, 2023	December 31, 2023
PROVISION SOFTWARE SUPPORT	January 1, 2023	December 31, 2023
CORRECTIVE MAINTENANCE	January 1, 2023	December 31, 2023
PREVENTIVE MAINTENANCE	January 1, 2023	December 31, 2023
REMOTE MONITORING	January 1, 2023	December 31, 2023

4. SUPPORT COSTS

AviatCare Services			
WarrantyPlus Radio Services			
Services	**Services Part Number**	**Product Qty**	**Annual Price**
✓ Priority Technical Support: Available 24 X 7 (Unlimited) ✓ AviatCloud Support Portal: Available 24 X 7 (Unlimited) Level 2 ✓ Repair Services: ➢ (Unlimited) 20 Calendar Day turnaround time ➢ Advance Replacement 3-5 Calendar Day turnaround time ✓ Repair Logistics Program: Shipping covered by Aviat to and from customer site	NA160104-35266 SO 2412928		
	SNA-BNWXA1001238	• (24) IRU600	$8,355
	SWW-BNWXA1001248	• (22) CTR8540	$10,061
	SWW-SPRFA4001248	• (22) MPLS Advanced Software Updates	$8,837
	NA190607-38465 SO 2426902, 2428031, 2426902 Standard Warranty Expires 9/15/2023 Upgrades to WarrantyPlus		
	SNA-BWXXA1001238	• (4) IRU600	$556
	SWW-BWXXA1001248	• (6) CTR8540	$964
	SWW-SPRFAF001248	• (6) MPLS Advanced Software Updates	$433
	NA200225-31319 SO 2428032		
	SWW-BNWXA1001248	• (1) CTR8540	$457
	SWW-SPRFA4001248	• (1) MPLS Adavanced Software Updates	$402
Software Support: ProVision			
✓ Provide general availability releases and product updates to the Customer free of charge during the coverage period	SWW-PV85G2XX1299	• (1) ProVision Software Support	$6,000
Annual Preventive and Corrective Maintenance			
Ground Preventive Maintenance - Annual per Site Visit	SWW-MSPMXX001299	• (13) Sites 911 Center, COB, Burrstone Road, Higby Road, Bridge Water, Mutton Hill, Rome, Florence, Steuben, County Bldg 100, Lydon (new) (NA160104-35266) New Add: Verona (NA200225-31319)	$21,692
Corrective Maintenance - Annual Visit ➢ Emergency Onsite Ground Crew - 4 Hour SLA (Critical Alarms) ➢ (12) Callouts	SWW-MSCMXX001299		$19,440

Remote Monitoring			
✓ Remote Monitoring Around-the-clock monitoring (24 X 7 X 365) via the Aviat Networks secure Network Operation Center (NOC)	SWW-MSXXE2XX1299	• (14) INUe • (23) CTR8540	$28,583
		• (12) Dehydrators	$2,472
		• Annual Fee: NOC C891F Router	$773
Managed FAS Expert System			
✓ Managed FAS ➢ Custom built to monitor and detect interference ➢ Alert and notification of links affected by interference ➢ Weekly interference report ➢ Monthly Consolidation Report	SWW-MSFAS7XX1299	FAS Software & Support, per link (8) MW hops *See link list below	$8,306

Total number of 6 Ghz hops: (8)	
Steuben to Booneville	Kirkland to Bridge Water
Steuben to Florence	Bridge Water to Higby Rd.
Rome to OC BLDG.	County Offive BLDG. to Primary 911
OC BLDG. to Kirkland	Frorence to Pompey Hill

AviatCare Total Warranty Support and Managed Services (1/1/2023-13/21/2023)	**$117,331**

OPTIONAL: Software Upgrade Service (SUS) :

Making sure your network has latest software version enhances security, reliability, system expansion, and interoperability features. This ensures the microwave network performs at its very best. This service ensures your microwave network keeps up with the growing capacity demands and feature requirements to meet the needs of all your stakeholders. Continually upgrading the software mitigates the risk of falling behind the technology curve.

We can do this remotely or have a dedicated engineer on site to do the upgrade for you. Software Upgrade service allows Aviat to evaluate, plan, manage, and execute network wide software revisions for our customers microwave radios at pre-determined agreed to timelines. During the upgrade, Aviat will upgrade all nodes / network controller cards to the latest generally available release.

OPTIONAL SUPPORT SERVICE – Network Software Upgrade (Remote or Onsite)			
➢ Managed Service Software Upgrade, Software Download and Activation	SWW-MSRSUXX10199	Remote Software Upgrade Does not require onsite personnel	$ 18,334
	Optional Onsite personnel		
	SWW-MSRSUXX30199	Aviat Onsite Software Upgrade	$14,625
	SWW-MSRSUXX10199	Remote Software Upgrade	$ 18,334

4.1 OPTIONAL AND TRUE-UP SUPPORT FEES:

Aviat Networks quotes onsite support services based on the following factors: network configuration, number of dispatches for the duration of a contract, number of hours onsite per dispatch, tower crew mobilization/demobilization, spares availability, and any specialized site access requirements.

Aviat Networks offers customers the option, where available, to purchase one-time support services which are invoiced at the time of service request. In addition, Aviat can supply onsite support services in excess of negotiated contract terms where the number of dispatch requests exceed the number of quoted dispatches during a given contract period, Aviat Networks will invoice the customer for the additional services (True-up) at the time of dispatch request. Fees for one-time and True-up callouts are listed below.

Optional, One-Time & True-Up Managed Services Fees:		
Managed Network Service: Miscellaneous, Additional Ground Dispatch (Onsite Corrective and Preventive Maintenance)	SWW-MSGENXX10199	Per Occurrence $2,080
Managed Network Service: Miscellaneous, Additional Tower Dispatch (SLA restrictions apply) - Emergency - Non-Emergency	SWW-MSGENXX20199	Per Occurrence $11,000 $ 8,333
Managed Network Service: Miscellaneous, Material	SWW-MSGENXX30199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Travel	SWW-MSGENXX40199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Special Site Access Equipment	SWW-MSGENXX50199	Per Occurrence Time and Materials
Managed Network Service: Miscellaneous, Site Power Support	SWW-MSGENXX60199	Per Occurrence Time and Materials
Miscellaneous, Misc Extra Onsite Work	SWW-MSGENXX70199	Per Occurrence Time and Materials

4.2 SERVICE LEVEL SUPPORT DESCRIPTION

Access to Aviat Networks Customer Online Technical Support Site

The Customer will have access to the Aviat Networks Customer Online Technical Support web site 24/7 for a variety of tools and support services. Tools/support services include the following:

1. RMA Request & Status Updates.
2. RMA Reporting such as repair turnaround time performance.
3. Technical Support such as Service Request opening, reporting and status.
4. Information such as technical notes, frequently asked questions, solutions for commonly asked technical or operational issues.
5. Software Downloads.
6. Sales Order tracking and status (Eclipse Only).

URL: http://www.aviatcloud.com/

4.2.1 REPAIR SERVICES

Repair services are available to the Customer during the standard manufacturing equipment warranty period which includes any repair or replacement of defective units during the stated warranty period. Additional charges may apply during the warranty period for customers returning a high volume of No Fault Found units, require advance replacements, or a non-repairable units. Prior to the warranty period expiring, customers may procure ongoing access to this support service through the purchase of an extended warranty program or through one of our AviatCare Maintenance support offerings. Otherwise the Repair service is made available for out of warranty products through a Per Incident billing process that can be enabled through our regional RMA Desk. See further details on how repair services are provided below.

All equipment under this specific Maintenance Level Agreement shall be covered with our standard Repair / Replace policy. There is no limit to the number of units returned for repair but customers are subject to the same limitations for No Fault Found (NFF), damaged beyond repair units, and non-returned Advance Replacement units where additional charges may apply:

a) **Repair Center Support.** Customer shall place all RMA requests at the following link: https://aviatcloud.com/rma_tracking.asp . This link is available for use 24 hours a day, 7 days a week. Customers can also email or fax RMA requests to the appropriate Aviat Networks Repair Center. Aviat Networks will typically fax or email a confirmation with an RMA reference number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.

   In order for Aviat Networks to process an RMA request, the customer must provide the following information:

   - Company name;
   - Shipping and billing address;
   - Part Number;
   - Serial Number of the defective unit(s)
   - Unit software load;
   - Description of the suspected failure;
   - Whether any special requirements exist;
   - Maintenance Level Agreement contract number (if applicable); and
   - Provide a purchase order at the applicable price for billable requests. Billable requests include any request for express service regardless of warranty status. Contact your local Aviat Networks Repair Center for price information.

b) **Turnaround Time.** Aviat Networks will provide a Turnaround time on repair as per the following:

- 20 Calendar Day turnaround time on Aviat Networks manufactured equipment
- 45 Calendar Day turnaround on Aviat Networks Manufactured Discontinued equipment

c) **Turnaround Time Calculation.** Turnaround time is measured from the time that a returned unit is received at the Aviat Networks Repair Center, which will be advised at time of issuing a RMA, until the time the unit is shipped from the Aviat Networks Repair Center. Thus, the measurement of turnaround time does NOT begin when a returned unit is shipped from the customer's premises and does NOT include the shipping time accrued after the returned unit is shipped from the Aviat Networks Repair Center to the Customer's premises. Additionally, turnaround time will not be guaranteed in the following situations:

- If more than five (5) Units of the same type or more than ten (10) Units of any type are received at the same time.
- Missing information such as failure details, return shipping address, shipping instructions and/or any other information that may affect the start of the repair process of the shipment of the Returned Unit as the repair completed.
- Any returned unit is deemed No Fault Found.
- Any returned unit received due to any of the reasons listed in the Exclusions from Repair & Return Clause of this Section.
- Any returned unit received improperly packaged and therefore sustained physical or electrostatic damage in shipping.
- Returned units placed in isolation.
- Event of Excusable Delay as described under the Excusable Delay clause of the Additional Terms & Conditions section of this Agreement.

d) **OEM.** For OEM, repair turnaround times are set by the OEM supplier. Aviat Networks close working relationship with OEM suppliers assures the best possible turnaround time. These times will be communicated to customer at time of RMA issuance. Excludes Tower repair.

e) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of units shipped to Aviat Networks, the Customer must provide a detailed packing list and commercial (Proforma) invoice to support the delivery. Each commercial invoice must clearly state the full description, the value of each unit and the RMA number. Once a unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the commercial invoice and airway bill number pertaining to the shipment.

f) **Exclusions from Repair & Return.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:

- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
- Modifications, alterations, or repairs made other than by Aviat Networks.
- Damages by persons other than Aviat Networks or its authorized service providers.
- Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.

- Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
- Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
- Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
- Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.

Repairs necessitated during the Agreement period by any of the above causes may be made by Aviat Networks, and the Customer shall pay Aviat Networks' standard charges for time and materials, together with all shipping and handling charges arising from such repairs.

g) **Stockpiling of Failed Units.** The Customer agrees to obtain an RMA Number for all failed units from an Aviat Networks Repair Center immediately following a failure and return the Units for repair immediately after receipt of the RMA Number from Aviat Networks. The customer agrees this Agreement will not apply retrospectively to cover any units failed and in the Customer's possession prior to the execution date of this Agreement, and will not apply to any units for which RMA numbers had already been obtained from Aviat Networks prior to the date of execution of this Agreement. Following execution of this Agreement the Customer agrees not to stockpile failed units and accepts that Aviat Networks will not be required to meet the turnaround times outlined in this Agreement if the units are not returned to Aviat Networks on receipt of an RMA Number or if they are stockpiled.

h) **No Fault Found Fee.** If in any given quarter during the Maintenance Level Agreement support period the number of returned units a Customer reports as defective exceeds 10% of the total number of returned units received by Aviat Networks during the same support quarter, but are thereafter found to meet Aviat Networks product test specifications resulting in a No Fault Found repair status, Aviat Networks will charge the Customer the then-current No Fault Found inspection fee for each non-defective returned unit in excess of such ten percent (10%) as a True-Up support fee at the conclusion of the maintenance support quarter.

I) **Damaged Beyond Repair.** Returned Units that Aviat Networks (in its sole discretion) determined are damaged Beyond Repair or have been repaired (or otherwise modified) by a party other than Aviat Networks will be placed in Isolation. The Customer shall be advised by fax or e-mail, within ten (10) days working days, of the nature and extent of the damage. The Customer shall be responsible for informing Aviat Networks of the next course of action. If the Customer decides to replace the unit(s), they must follow the usual purchasing process. Note: If the returned unit is no longer in current manufacture and/or is OEM, Aviat Networks will not guarantee availability of a unit for sale.

4.2.2 ADVANCE REPLACEMENT

Advance Replacement provides the Customer with shipments of a limited number of Units intended as an advanced replacement of Returned Units, upon the Customer's request. The service encompasses the following:

a) **Repair Center Support.** Customer shall place Advance Replacement requests at the following link: https://aviatcloud.com/rma_tracking.asp. This link is available for use 24 hours a day, 7 days a week. Customers can also email or fax the RMA request to the Aviat Networks Repair Center. Aviat Networks will typically fax or email a confirmation with an RMA Number within one (1) business day. Requests can also be made via telephone during such Aviat Networks Repair Center's Business Hours.

b) **Shipping Costs.** Customer is responsible for all charges associated with shipping the Returned Unit to the designated Aviat Networks Repair Center, which shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid) Aviat Networks Repair Center (Incoterms:2000). Aviat

Networks is responsible for the charges associated with shipping the Returned Unit back to the Customer, which shipment shall be made pursuant to the delivery term DDU (Delivered Duty Unpaid), Customer's premises (Incoterm:2000).

c) **Packaging and Shipping Procedures.** Both Aviat Networks and the Customer are obligated to ensure that all deliveries are packaged in such manner as to achieve suitable mechanical and environmental protection during storage, handling and transport to the delivery address. Electrostatic Discharge (ESD) precautions should be followed during handling and packaging of all Units delivered. For each consignment of Units shipped to Aviat Networks, the Customer must provide a detailed packing list and commercial (Proforma) invoice to support the delivery. Each commercial invoice must clearly state the full description, the value of each unit and the RMA number. Once a unit has been repaired and shipped to the Customer at the address provided by the Customer upon RMA request, Aviat Networks will send a pre-alert notification to the Customer comprising a faxed copy of the commercial invoice and airway bill number pertaining to the shipment.

d) **Returned Unit.** If this Agreement entitles the Customer to the RLP and the Customer elects to use it for the returned unit, the Customer will be invoiced for the list price of the Advance Replacement Unit(s) if Aviat Networks does not receive notification to pick-up the pertinent returned unit, at most, ten (10) days after Customer's receipt of the Advance Replacement Unit. In the event that the Customer is not entitled to the RLP or the Customer elects to return the returned unit to Aviat Networks via a freight forwarder outside of the RLP, the Customer will be invoiced for the list price of the Advance Replacement Unit if Aviat Networks does not receive the pertinent returned unit at the Aviat Networks Repair Center within, at most, thirty (30) days after receipt of the Advance Replacement Unit. The returned unit will become the property of Aviat Networks. The Customer agrees that the returned unit must be repairable and does not fall into any of the categories listed in the Exclusion from Advance Replacement clause.

e) **Exclusion from Advance Replacement.** The services to be rendered by Aviat Networks under this Agreement shall not comprise any damage, defects, malfunctions or failures caused by one or more of the following:

- Damage caused by mishandling, customer or third-party negligence, abuse or operation outside the Aviat Networks environment specifications, or due to a cause not solely attributed to Aviat Networks.
- Modifications, alterations, or repairs made other than by Aviat Networks.
- Damages by persons other than Aviat Networks, or its authorized service providers.
- Any modification, removal or obliteration of a serial number or other identifying mark or any attempts thereof other than by Aviat Networks' authorized personnel.
- Damage that occurs during shipment from the Customer premises to Aviat Networks' premises outside the RLP (if applicable).
- Installed, stored, used, handled or maintained contrary to Aviat Networks' written instructions.
- Used in conjunction or combination with third-party material or equipment without the consent of Aviat Networks.
- Units returned for repair where there has been misuse, neglect, power failures, surges, accident or acts of nature such as fire, lightning strikes or flood.

f) **No Fault Found Fee.** If in any given quarter during the Maintenance Level Agreement support period the number of returned units a Customer reports as defective exceeds 10% of the total number of returned units received by Aviat Networks during the same support quarter, but are thereafter found to meet Aviat Networks product test specifications resulting in a No Fault Found repair status, Aviat Networks will charge the Customer the then-current No Fault Found inspection fee for each non-defective returned unit in excess of such ten percent (10%) as a True-Up support fee at the conclusion of the maintenance support quarter.

g) **Limits.** Customer is entitled to receive a limited number of Advance Replacement Units per year. This number is not to exceed ten percent (10%) of the total Repair & Return requests during that year. Accrued Advance Replacement Units that have not been requested by the Customer may not be carried over to the next year. Additional Advance Replacement Units will be provided at Aviat Networks' then current prices, terms and conditions.

h) **Unavailability.** If an Advance Replacement Unit is not available, then Aviat Networks will repair the Returned Unit within a mutually agreed Turnaround time. Customer agrees that repair of the Returned Unit shall be Aviat Networks' sole obligation, and the Customer's sole remedy, if an Advance Replacement Unit requested by the Customer is not available.

I) **Turnaround Time Commitments.** Standard Advanced Replacement service ensures customer will receive a comparable unit to the one being returned within 3 to 5 business days from date of RMA. If customer requires a replacement unit in a shorter period of time there is an added charge for this and based on replacement unit availability will be delivered on a next business day basis. Customer will be informed at time of RMA request whether this service can be provided or not depending on component availability.

4.2.3 REPAIR LOGISTICS PROGRAM (RLP)

Aviat Networks shall provide free freight to the Customer for all Units returned via the Aviat Networks Repair Logistics Program (RLP). In the event that the Customer returns Units to Aviat Networks via a freight forwarder outside of this Program, all freight expenses and damage liability will be the responsibility of the Customer. Aviat Networks is responsible for all tariffs, duties, or taxes associated with importing Units for repair. After the repair, the Units shall be returned to the Customer DDU (Delivered Duty Unpaid) Customer's premises (Incoterms 2000). To implement the return of a Unit via this Program the Customer shall request an RMA for the Unit using the link in the Repair Services or Advance Replacement Sections or the contact information as listed in the Aviat Networks Contacts Section.

Liability of Units Damaged During Shipping. Aviat Networks will assume responsibility for insuring the Units against loss or damage that is moving via the RLP. The Customer shall examine the condition of all shipments returned from Aviat Networks via the RLP at the time of delivery. Visible signs of damage shall be brought to the attention of the carrier and the contents shall be examined for damage immediately. Aviat Networks will not be liable for any direct reports by the Customer for Units that are found to be damaged upon receipt by the Customer that are made over seven (7) days after the Units have been delivered. Units damaged through transit shall be returned for repair at Aviat Networks through the normal return process. Damage or loss incurred to Units shipped to Aviat Networks by the Customer outside the RLP shall be the responsibility of the Customer.

4.2.4 REMOTE TECHNICAL SUPPORT 24 X 7

Customer 24 X 7 Remote Support

24 X 7 Remote Support provides around-the-clock (24 X7) telephone access to Aviat Networks' Technical Assurance Center in order to resolve Critical Service Requests, Major Service Requests, Minor Service Requests and Inquiry Service Requests.

a) **Telephone Number.** Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during normal business hours. **OR** Customer may contact Aviat Networks' Technical Assistance Center (TAC) regarding such Service Requests via telephone at any time during the day or night. For night support services (after business hours in the local time zone), Aviat Networks will handle all such requests that are Critical or Major that the Customer reasonably categorizes as being High Priority. In addition with this service customer can pre-schedule after hours support when doing a new software installation or a network upgrade related to covered equipment.

b) **Rapid Response Time.** Aviat Networks will route Critical Service Requests to the appropriate TAC subject matter expert within fifteen (15) minutes of call receipt.

c) **Service Request Number.** Aviat Networks will assign, to each Service Request, a number that will be logged, tracked and stored in our Case Management database.

d) **Service Request Management.** Aviat Networks will dedicate continuous attention to Critical and Major Service Requests until service is restored or request is closed. Aviat Networks will work to resolve the Service Request until Customer accepts the proposed solution, at which point the TAC will close the Service Request.

e) **Documented Escalation Procedures.** Aviat Networks will implement internal escalation and notification procedures in order to facilitate the timely resolution of Service requests by a TAC Engineer with an adequate level of expertise. The technical support process includes rigid managerial escalations that are intended to facilitate the appropriate handling of recovery efforts and Customers being regularly updated on the status of the Service Request. Additional information on this escalation process is available in our Global Network Service Customer Support guidelines document available on our website at www.aviatnetworks.com.

f) **Service Request Submission.** Under this Agreement, there is no limit to the number of Service Requests that Customer may submit for resolution. Customer may also define and authorize specific users within its organization to have access to this Service Request Submission Service. To ensure appropriate management of this support Aviat Networks has implemented a Support Assurance Program where an Express PIN will be assigned to each customer which clearly identifies the level of service a customer is entitled to receive. All Service Request Submissions will require Express PIN information prior to being submitted.

Service Request Severity Classifications

There are four (4) Service Request severity classifications: (a) Critical; (b) Major; (c) Minor; and (d) Inquiry. Critical, Major and Minor Service Requests pertain to problems in the Product. Inquiry Service Requests pertain to questions about the Product or Services. The four (4) Service Request severity classifications are defined as follows:

a) **Critical Service Requests** are those that severely affect service, traffic, billing and/or maintenance capabilities, and require immediate corrective action (regardless of the time of day or day of the week).

b) **Major Service Requests** are those that cause conditions that seriously affect Product operation, maintenance and/or administration, and require immediate attention. The urgency is less than in Critical Service Requests because of a lesser immediate or impending effect on Product performance, customer and/or network operation and revenue.

c) **Minor Service Requests** are problems that are tolerable during Product use, do not significantly impair the functioning of the Product and do not significantly affect service to customers.

d) **Inquiry Service Requests** are questions about technical details concerning the usage or behavior of the Product.

4.2.5 PROVISION SUPPORT 24 X 7

Aviat Networks shall provide remote technical support to the Customer on ProVision. The remote technical support 24 X 7 shall be provided as per the terms outlined in the Remote Technical Support 24 X 7 section of this Agreement.

Aviat Networks shall provide support on the current and previous ProVision production release and will investigate all reproducible product anomalies for the supported version. Aviat Networks shall

also provide general availability releases and product updates to the Customer free of charge during the coverage period.

Customer Responsibility

To enable the Aviat Networks TAC to fully investigate ProVision issues, the Customer shall provide the TAC the appropriated logs and remote access where possible. The Customer will provide the capability to allow Aviat Networks to remotely access the Customer's network by means of a secure Internet connection to the Customer's site. This connection process will need to be defined at time of Agreement such that any issues arising after Agreement closure can be addressed expeditiously.

Exclusion from Provision Support 24 X 7

The services to be rendered on ProVision by Aviat Networks under this Agreement shall not comprise any services, which are required as a result of one or the more of the following:

- Customers using old versions of ProVision. The ProVision Agreement provides regular updates; customers are required to have the current GA release or the previous GA release installed and commissioned before they can obtain Aviat Networks technical support.
- Customer's lack of basic user training. It is expected that all users will have received basic user training when the ProVision system was installed.
- Network Planning; NMS Integration; Training courses; Installation and Commissioning; On Site Support. These are separate Aviat Networks service offerings, which are not delivered under this Agreement.
- Due to the complex nature of ProVision issues, which may be network related rather than ProVision related, not all Customer-defined level three product anomalies can be rectified within the commercial bounds in which Aviat Networks operates. Aviat Networks will require that all product anomalies are reproducible, prior to the commencement of any detailed fault analysis or potential product re-engineering. Aviat Networks undertakes to provide a response on all logged product issues and will provide work-around's where possible.

4.2.6 CORRECTIVE MAINTENANCE

Corrective maintenance provides for the dispatch of the necessary support personnel and test equipment for the purposes of diagnosing a problem, restoring service or correcting a service request that Aviat Networks has unsuccessfully attempted to resolve remotely from one of our Technical Assistance Centers.

All sites under maintenance must have undergone full commissioning and proven to be in good working condition. The Customer shall make available site commissioning and acceptance data if requested by Aviat Networks. .

The service is provided according to the following Service Level Agreement (SLA):

CRITICAL FAULTS FOR RADIOS	4 Hours

Aviat Networks shall use its best effort to be onsite within four (4) hours of the Aviat Networks first level support personnel receiving emergency onsite support requests. Notwithstanding anything contained herein to the contrary, all services provided may be performed by Aviat Networks directly or through one or more qualified Subcontractors. Aviat Networks shall coordinate, supervise, manage and be responsible for the services of all the Subcontractors.

Limitations: In order to meet the on-site SLA response requirements, the Customer is responsible for providing access to difficult to reach sites (i.e. site not accessible by public road using 2 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require customer presence. The customer is responsible for provisioning and making available spare parts.

4.2.7 Emergency onsite Tower Crew - OPTIONAL

Aviat Networks shall use its best effort to have a Tower Crew onsite with a mean time of 12 hours time, but not-to-exceed 24 hours, of the Aviat Networks NOC requesting an emergency onsite. Notwithstanding anything contained herein to the contrary, all services provided may be performed by Aviat Networks directly or through one or more qualified subcontractors. Aviat Networks shall coordinate, supervise, manage and be responsible for the services of all the subcontractors. Tower Crew pricing is based on a 2 person crew. If above 250 feet, 3 tower crew resources are required. If above 400 feet, then 4-5 resources are required.

Scope of work includes addressing the issue that is affecting system performance. The closest capable crew will be dispatched to assess the issue and develop a plan requesting materials that may be required. All responding members will be trained in the OSHA requirements for safe work.

Note: Issues or concerns that are not essential to the restoration of the network are to be addressed in a separate mobilization

Limitations:

- Onsite response time is based on weather permitting a tower climb. In order to meet the on-site SLA response requirements, the Customer is responsible for providing approval of additional expense for enabling access to difficult to reach sites (i.e. site not accessible by public road using 4 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require Customer presence.
- Customer is responsible for ensuring availability of adequate Stock.

Generators: When there is an imminent threat of an approaching disaster (e.g. hurricane) Aviat Networks will work with Customer to plan in advance and stage generators that will be needed (after receipt of Customer acceptance to stage and rent generators).

Notes:

- Competency and readiness of Tower Crew and Ground Crew:
  - Tower Crew and Ground Crew are trained for the operation and troubleshooting of all Aviat Network provided equipment.
  - Upon arrival to sites, Tower Crew will be equipped with tools and materials (including but not limited to in-line connector, jumper cable, compression N-type connectors, 400-ft spare LMR400 cable, line sweeper, ground kits), to resolve the issues described by the dispatcher and to perform common tower/site corrective tasks including but not limited to:
    - Performing path alignment of dishes with size up to and including 10-ft
    - Performing structural restoration of the dishes
    - Performing loop-back tests on the Aviat equipment
    - Performing line sweeps and identifying cable faults
    - Performing cable/connector replacement
    - Performing equipment replacement/removal
    - Performing bypassing of surge arrestors with jumper cables and in-line connectors

4.2.8 PREVENTIVE MAINTENANCE

Preventative Maintenance provides a resource to work with the customers in reviewing operational aspects related to the performance of Microwave equipment and associated software within the customer's network. A resource will come on-site to all customer locations covered under the associated agreement for this service. Once analysis is complete, Aviat Networks will provide a written summary of findings and recommendations related to the work that has taken place.

An engineer is deployed to site as per the customer and Aviat agreed upon schedule commitment for this service. A system health check on Aviat Networks' equipment will be completed which includes performance testing and an analysis of historical data. A visual site audit is included under this service offering, which includes the following: (Complete Checklist in Attachment 1: Preventive Maintenance Checklist)

4.2.8.1 Ground PM

- Spot check internal and external grounding
- Visual inspection of indoor and outdoor equipment
- Visual inspection of all cables, connectors, weather proofing
- Visual inspection of antenna installations
- Verify DC power levels

During the on-site time, the Aviat Networks' resource may recommend routine maintenance to the customer – which will be the responsibility of the customer to perform - and the Aviat Networks resource may, with the customer's agreement, perform routine upgrades to operating firmware or software that do not require network downtime. This preventative service work covers all Aviat Networks Microwave radio equipment, associated OEM equipment, DC systems and the Antenna Systems.

A final report will be presented to the customer stating findings, conclusions and any further recommendations. This preventative service work includes one day of time to visit with customer and review in detail the findings from preventative analysis effort.

4.2.8.2 Tower PM - OPTIONAL

Provide inspection of Condition of Tower

- Provide inspection of Grounding
- Provide visual inspection of Safety Lighting Systems
- Provide inspection of all cables, connectors, weather proofing
- Provide inspection of Waveguide and Pressure Window assemblies if used
- Provide inspection of walkways, platforms, and sensors
- Provide inspection of antenna installation, condition, and alignment

During the on-site time, the Aviat Networks' resource may recommend routine maintenance to the customer – which will be the responsibility of the customer to either perform or provide authorization to Aviat to perform. This preventative service work covers only Antenna Systems under current Aviat support contract. A final report will be presented to the customer stating findings, conclusions and any further recommendations.

Limitations: In order to meet the on-site SLA response requirements, the Customer is responsible for providing access to difficult to reach sites (i.e. site not accessible by public road using 2 wheel-drive vehicles or those requiring specialized transport vehicles) or to sites that require customer presence. The customer is responsible for provisioning and making available spare parts.

Exclusion: Materials are excluded from scope of work and pricing. Materials or special transport equipment (snow cat, boom truck, etc) will be invoiced as time and materials.

NOTES: If additional hours are required to complete out of compliance repairs (above the 2 hours), Aviat will true-up with the client at completion of all sites. Assuming all fixes are during maintenance window, Hourly rate will be $201 for a Lead Microwave Technician and $302 per Tower Climber. Any materials will be invoiced at time and materials.

4.2.9 REMOTE MONITORING SERVICES

Aviat Networks' Managed Network Services solution provides customer with a bundled offering that combines traditional network monitoring and event management services with fault resolution to offer end-to-end operations management solutions. When bundled together, services in this portfolio offer a broad, all-in-one-solution set managed through a

single point of contact – the Aviat Network Management Center (NMC). Aviat Networks is providing customer with the following bundled services:

- Surveillance and Network Monitoring
  - Continuously monitor network elements.
  - Detect / Identify Faults and Alarms
- Event Management
  - Triage
    - Correlate Alarms where appropriate
    - Review Maintenance Schedules / Weather Patterns / Known Issues
    - Assess Severity and Service Impact
  - Troubleshooting
    - Diagnose and isolate the fault / alarm
    - Coordinate restoration and repair – remotely or onsite.
    - Actively manage the event from "cradle to grave."
    - NOTE: Aviat Networks strives to troubleshoot and resolve issue remotely prior to or in place of dispatching field resources to site. This is facilitated through our close linkage between the NOC and our Technical Support staff who are co-located with our primary NOC facility. Allows us to bring 50+ years of Microwave and Wireless Networking experience to bear on an issue.
- Notification
  - Report events to customer in real-time via Phone / Email / Portal
- Trouble Ticketing
  - Document the fault
  - Manage ticket until fault is resolved
  - Generate trouble ticket reports
  - Capture lessons learned from each incident into our Knowledgebase for future reference
- Call out and Dispatch
  - Dispatch field operations and vendors for physical analysis and repair
  - Coordinate all aspects of the dispatch to ensure right resource is at the right location with the right tools / equipment to resolve the problem within the SLA commitment.
- Failure Analysis
  - Generate a post mortem report to document issue / lessons learned as appropriate
  - Drive continuous improvement of process and tools
- Reporting
  - Monthly reports – Performance to SLA / Network Performance

Aviat Networks strives to troubleshoot and resolve issues remotely prior to or in place of dispatching field resources to site. When an alarm is received in the Aviat NOC, the team will apply their years of microwave expertise in determining the root cause. We will review and correlate all alarms, look at weather, RSL's, SNR, etc. After troubleshooting and it is determined an emergency onsite dispatch is required, the following process will be followed.

- NOC generates Case to track all aspects of identified issue
- NOC reviews site issues to ensure there are no pre-required approvals needed
- NOC requests dispatch and identifies all pre-requisites including required hardware if hardware failure is identified as the root cause from remote troubleshooting
- NOC confirms dispatch in process to all parties with estimated ETA
- Once Tech onsite, SLA time is logged into case and Conference Bridge is initiated with NOC
- Issue is resolved / workaround completed and Ticket is closed by NOC
- Email notification is sent to all identified parties to alert them to closure
- Tech takes failed unit (assuming hardware failure) and processes through the Aviat RMA process

- Tech also updates Spares inventory identifying hardware removed and what hardware is being processed via the RMA process.

4.2.9.1 Aviat Networks Support process – NOC & TAC

- Tier 1: NOC Personnel
  - NOC Engineer receives alarm notification from our monitoring tools, opens a Support Case and based on Customer and Product data, reviews potential impact. Looks at all aspects of the site impacted to understand potential impact from Scheduled Maintenance, Weather, and finally the equipment itself. If after initial review of all aspects that NOC can access, NOC will initiate a field dispatch. At the same time, if not successful in identifying the specific issue impacting performance of the network, will escalate to the next tier of support within Aviat (Tier 2). Within the TAC team, NOC escalations take priority over all other customer issues – other than an outage that may be occurring in a customer's network.
  - The NOC Engineer will identify the severity (Critical, Major, Minor) at the time of escalation to the TAC team. This is driven based on parameters set in our agreed SLA with the customer and can also be overridden directly by customer requesting a higher level of severity.
  - ~90%+ of trouble tickets are resolved within the NOC without any interaction with TAC
- Tier 2: TAC
  - If the problem is not resolved within the target resolution time – associated with each of the severity levels, then there is an automatic process by which the issue will escalate to the next level of support to pursue resolution, at this time notification also takes place to Management identifying fact issue has went beyond our accepted timeframe for resolution.
  - Tier 2 generally is required when the issue is beyond simple hardware failures. Usually involves some level of configuration, hardware not operating exactly as specified, or when problem is intermittent in nature.
  - ~8% of trouble tickets are resolved within Tier 2 after escalation from the NOC.
- Tier 3: TAC
  - If the problem is not resolved within the target resolution time, after Aviat Networks initiates the troubleshooting process, then Aviat Networks will escalate to management and next level of support to pursue resolution.
  - Tier 3 TSE typically gets involved when there are complex interoperability issues identified between the microwave and other components in the network, when problem appears to be software related (i.e., a bug), or when new products or software have been introduced into the network and cause issues not previously seen before.
  - ~2% of trouble tickets are resolved within Tier 3 after escalation from Tier 2.

4.2.9.2 Service Level Agreement (SLA)

SR Priority Level	Alarm Severity	Event / Alarm Ack	Customer Event Alarm Notification	Aviat Reaction Time	Usage	Response
1	CRITITCAL (Service Affecting)	≤ 5 min	≤ 10 min	≤ 15 min	Used for events that is currently impacting service or ability to view network elements (LOV).	Outages are referred to Emergency Recovery Immediately. Immediate and continuous effort and escalation until resolved or restored to pre-incident condition or work around is implemented. Resolved or referred to Tier II/III support group.
2	MAJOR (Non Service Affecting)	≤ 30 min	≤ 60 min	≤ 75 min	Used for in-service trouble conditions that does not affect service nor qualify as a loss of redundancy. Typically these conditions if unresolved will not result in a Priority 1 event.	Resolved or referred to Tier II/III support group. Continuous effort until either a) service level is restored to pre-incident, b) acceptable workaround is implemented, or c) an action plan is instated that will meet MTTR requirements.
3	MINOR	≤ 30 min	Monthly Summary	≤ 12 hrs	Used for non-service affecting conditions that if not resolved will not result in a Priority 1 or 2 events or issue.	Resolved or referred to Tier II/III support group

- Phone call wait time: Answer calls by live person within 30 seconds (average) with a maximum wait time of 5 minutes. A direct line will be provided.
- Email response time: Acknowledge email requests by live person within 15 minutes unless there is routine maintenance or down time.
- The maximum amount of time between the occurrence of condition that requires crew dispatch and the crew dispatch phone call is made: < 60 minutes

5. AVIAT NETWORKS CONTACTS

Outlined below is the process to contact Aviat Networks once the Agreement is effect.

For Questions or concerns on the Agreement either before or after it is in effect, please contact:	
NORTH AMERICA Repairs, Returns & Advance Replacements	NORTH AMERICA Technical Assistance

Phone: 1--800-227-8332 (selecting Option 2, then 1) Direct number: 1-210-526-6345 Fax: 1-210-526-6315 E-mail: CustomerCare.Americas@aviatnet.com Online RMA Request: https://aviatcloud.com/rma_tracking.asp	Phone: 1-800-227-8332 (Option1, enter PIN, press 1 to confirm PIN, then Option 1 for TAC) Direct number: 1-210-526-6345 Fax: 1-210-526-6315 E-mail: TAC.AM@aviatnet.com Online Technical Assistance Request: www.aviatcloud.com
NORTH AMERICA **Network Operations Center (NOC)** Aviat NOC Contacts: Email: noc.notifications@aviatnet.com Phone: 877-662-7871 opt 1, 24x7	NOC Escalation Contacts: Sr. Manager Stephen Berger Phone: 210-973-4218 Email: stephen.berger@aviatnet.com

6. ADDITIONAL TERMS AND CONDITIONS

This Agreement is between the party purchasing services described herein (the "Customer"), with Aviat U.S., Inc., a wholly owned subsidiary of Aviat Networks Inc. ("Aviat Networks"), with offices at 200 Parker Drive, Suite C100A, Austin, Texas 78728 .

6.1 SCOPE OF SERVICES

Aviat Networks will furnish the services outlined in the Service Level Support Section of this Agreement ("**Services**") for the products for Customer as may be required from time to time for the period specified in the Duration of Support Period Section providing receipt and acceptance of the Customer's purchase order. The Services will be provided in conformity with the terms, conditions, specifications and other requirements of this Agreement and each request for Services will be governed by the terms and conditions stated herein.

The Customer must ensure that the Products to be included in this Agreement be in good operating condition prior to the commencement of this Agreement. Aviat Networks., Inc. reserves the right to inspect any and all of the Products to be included in the Agreement prior to the commencement of the Agreement, and if the Product is found to be defective, the Customer shall be responsible for the cost of repair of the defective units.

An authorization to return units to Aviat Networks under this Agreement must be obtained from an Aviat Networks representative prior to making shipment to the Aviat Networks' Repair Center. Aviat Networks warrants that each Unit that is repaired or replaced under this Agreement, shall, at the time of return to Customer, for a period of ninety (90) days thereafter or until the expiration or termination of this Agreement, whichever is longer, be free from defects in materials and workmanship. Such warranty shall not include any consumable components to which a specific manufacturer's guarantee applies. If any Unit shall prove to be defective in materials or workmanship under normal intended usage, operation and maintenance during the term of this Agreement, as determined by Aviat Networks after examination of the Unit claimed to be defective, then Aviat Networks shall repair or replace, at Aviat Networks' sole option, such defective Unit, in accordance with procedures specified herein, at no additional cost, exclusive, however, of the cost of labor by the Customer's own employees, agents or contractors in identifying, removing or replacing the defective part(s) of the Units.

Liability of Aviat Networks for breach of any and all warranties hereunder is expressly limited to the repair or replacement of defective Units as set forth in this Agreement, and in no event shall Aviat Networks be liable for special, incidental or consequential damages by reason of any breach of warranty or defect in materials or workmanship.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY. IN PARTICULAR, THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY DISCLAIMED AND SHALL NOT BE APPLICABLE EITHER FROM AVIAT NETWORKS OR ANY OTHER EQUIPMENT MANUFACTURER. AVIAT NETWORKS' WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, UNDER NO CIRCUMSTANCES SHALL AVIAT NETWORKS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING UNDER CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOSS OF CAPITAL, REVENUE OR PROFITS AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT. CUSTOMER HEREBY INDEMNIFIES AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO THE INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL AVIAT NETWORKS' LIABILITY TO CUSTOMER, OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE LESSER OF $100,000.00 USD OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR ANY ITEMS SUPPLIED HEREUNDER.

EXCLUSIONS:

Except as set forth below, the following are excluded from the scope of this Agreement:

1. Repair or replacement of Products which have been subjected to:
    - damage as a result of Customer's fault, negligence, improper use or failure to maintain Products in good working order; or
    - accident (including fire, flood, storm, lightning strike, or other act of God)
2. Repair or replacement of Products furnished, modified, altered or repaired by Customer or any other third party other than Aviat Networks or its authorized agent.
3. Repair of Products that are not repairable due to lack of component availability.
4. Expedited Services such as Emergency Repair. Expedited Services may be requested and will be executed based on inventory availability only. Expedited Services will be quoted at time of service request;
5. Repair of Antenna Systems. Tower crews, and the associated dispatch/labor support, for repairing antenna systems are excluded from Warranty and Extended Warranty unless specifically identified as a purchased service option. Field support for antenna repair will be contracted by the Customer on a per incident basis.

6.2 PRICES/PAYMENT/TAXES/SHIPPING

All payments shall be made via check to the accounts specified on the invoice in advance of the commencement of each year of service/coverage. Customer shall make payment of the total amount due to Aviat Networks within thirty (30) days from the invoice date, unless otherwise specified or agreed to in writing by Aviat Networks. In the event any payment by Customer is past due, Aviat Networks reserves the right to withhold Services until such payment is received. Prices and payment terms for Services or Products not included in this Agreement, such as Emergency Repair, etc., will be established on a case-by-case basis subject to the mutual written agreement of the parties.

All prices are exclusive of all sales, use, excise, and other taxes, duties or charges. Unless evidence of tax exempt status is provided by Customer, Customer shall pay, or upon receipt of invoice from Aviat Networks, shall reimburse Aviat Networks for all such taxes or charges levied or imposed on Customer, or required to be collected by Aviat Networks, resulting from this transaction or any part thereof.

All shipments made by Aviat Networks under this Agreement are made via the methods (as applicable) outlined in the Repair Services and/or Advance Replacement Sections or the Repair Logistics Program Section (if purchased) of this Agreement. Unless instructed otherwise, Aviat Networks will arrange for standard commercial shipping. In the event Customer requires other than standard commercial shipping, Customer will be responsible for any additional costs incurred. Responsibilities regarding the export of items delivered under this Agreement are detailed in the Export and Re-Export Restrictions and Export Documents Sections below.

If payment is not made when due, Aviat Networks may assess interest on the overdue balance at the lesser of 1-1/2% per month or the maximum rate allowed by law.

6.3 EXPORT AND RE-EXPORT RESTRICTIONS

Performance and delivery of the equipment, documents, Services and Software sold or delivered hereunder are subject to export control laws and regulations of the United States, as applicable, and conditioned upon receipt of required U.S. Government licenses and approvals by Aviat Networks. Customers shall not export or re-export Products or technical data delivered hereunder from the United States without complying with regulations of the Bureau of Export Administration of the United States Department of Commerce, as applicable. Customers shall not re-export the Products and technical data delivered hereunder from the country of delivery or to any facility engaged in the design, development, stockpiling, manufacturing or use of missile, chemical or biological weapons without fully complying with the regulations of the above United States government agencies. Customer warrants that it will comply with the United States Foreign Corrupt Practices act of 1997, as amended. Customer shall defend, indemnify and hold Aviat Networks harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section.

6.4 EXPORT DOCUMENTS

Customer shipments, under this Agreement, to Aviat Networks shall be made via the methods (as applicable) outlined in the Repair Services and/or Advance Replacement Sections or the Repair Logistics Program Section (if purchased) of this Agreement. Customer shall be responsible for insurance and for clearing incoming Products through customs in their country.

Customers shall be responsible for obtaining any necessary import licenses into the country of delivery. Aviat Networks shall provide certificates of delivery, affidavits of origin, and other information under its control which is necessary for Customer to import Products.

Customers shall provide all information, certificates and Letters of Assurance necessary for Aviat Networks to obtain any export licenses required for Aviat Networks to export Products out of the country for repair, as applicable. Aviat Networks shall be responsible for selection and/or approval of freight forwarder(s). In the event that Customer wishes to utilize a freight forwarder that is not acceptable to Aviat Networks, Customer shall be the shipper of record and shall be responsible for obtaining required export licenses which shall be in the name of the Customer.

6.5 EXCUSABLE DELAY

Aviat Networks shall be excused from performance under this Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of a public enemy, labor difficulties or disputes, failure or delay in delivery by Aviat Networks' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of God, or Customer's fault or negligence, or where compliance with any applicable environmental law or regulation by Aviat Networks is not reasonably technologically or economically feasible, or would otherwise require Aviat Networks to change its manufacturing process. ("Excusable Delay").

In the event of an Excusable Delay, Aviat Networks shall make reasonable efforts to notify Customer of the nature and extent of such a delay and Aviat Networks (i) will be entitled to a schedule an extension on at least a day-for-day basis, and (ii) in the event the delay is caused by Customer's fault or

negligence, Aviat Networks will be also entitled to an equitable adjustment in the price under this Agreement.

6.6 TERMINATION

Either party may terminate this Agreement immediately upon written notice to the other party if: either party breaches any provision of this Agreement in any respect and such breach remains unremedied for thirty (30) days after written notice from the non-breaching party. In the event this Agreement is terminated due to a breach by Customer, Aviat Networks shall retain the entire amount of the annual fee paid by Customer.

The right of termination provided herein is absolute and neither party shall be liable to the other for damages or otherwise by reason of such termination.

6.7 ASSIGNMENT

Customer may not assign this Agreement in whole or in part without the prior written consent of Aviat Networks which shall not be unreasonably withheld.

6.8 GOVERNING LAW, VENUE AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of the **State of Texas**. The parties agree that any action to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between Aviat Networks and Customer will be brought in a **local or Federal court** of competent jurisdiction in, **Texas**.

6.9 ENFORCEABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired.

6.10 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY CLAIMING UNDER THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, AND CONSEQUENTIAL OR LOSS OF PROFIT TYPES OF DAMAGES AS A RESULT OF A BREACH OF ANY PROVISION OF THIS CONTRACT.

IN NO EVENT SHALL AVIAT NETWORKS' TOTAL LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE GREATER OF ONE HUNDRED THOUSAND UNITED STATES DOLLARS ($100,000.00 USD) OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR SERVICES SUPPLIED HEREUNDER.

THIS ARTICLE SHALL SURVIVE THE TERM OR EXPIRATION OF THE AGREEMENT. CUSTOMER AGREES TO INDEMNIFY AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE SERVICES OR PRODUCTS PROVIDED HEREUNDER, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE.

6.11 COMPLIANCE WITH LAW

a) Customer agrees to assist Aviat Networks to comply with any applicable conventions, laws, rules, regulations, and bylaws incident to its activities under this Agreement, including, without limitation, United States export control regulations, the United States Foreign Corrupt Practices Act, and the United States anti-boycott regulations. Customer will promptly deliver to Aviat Networks a copy of any notice or instrument alleging a violation of any of these laws.

b) Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to Customer's performance hereunder, and shall promptly act to correct any noncompliance once identified.

c) EXPORT AND RE-EXPORT RESTRICTIONS. Customer acknowledges that the Equipment and Licensed Programs sold or licensed to it by Aviat Networks under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Licensed Programs, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada.

6.12 ENTIRE AGREEMENT

This Agreement supersedes all previous communications, transactions, and understandings, whether oral, or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms shall be binding on either party unless made in writing and signed by a duly authorized representative of both parties.

7. SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names.

AVIAT U.S., Inc.		Customer	
By:	[signature]	By:	
Name:	Lowell Youngblood	Name:	
Title:	Director - Customer Care	Title:	
Date:	3/3/23	Date:	

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Eclipse, TRuepoint, and Constellation are trademarks or registered trademarks of Aviat Networks, Inc

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Data subject to change without notice.
Filename_MonthDayYear

Aviat NETWORKS

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: AVIAT U.S., INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: FOREIGN BUSINESS CORPORATION
SECTIONOF LAW: 1304 BCL - BUSINESS CORPORATION LAW
DATE OF INITIAL DOS FILING: 04/02/2007
EFFECTIVE DATE INITIAL FILING: 04/02/2007
FOREIGN FORMATION DATE: 02/13/1987
COUNTY: NEW YORK
JURISDICTION: DELAWARE, UNITED STATES

DOS ID: 3497831
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 04/30/2023
NFP CATEGORY:

ENTITY DISPLAY NAME HISTORY FILING HISTORY MERGER HISTORY ASSUMED NAME HISTORY

Service of Process Name and Address

Name: C/O CORPORATION SERVICE COMPANY
Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207 - 2543

Chief Executive Officer's Name and Address

Name: PETER SMITH
Address: 200 PARKER DRIVE, SUITE C100A, AUSTIN, TX, UNITED STATES, 78728

Principal Executive Office Address

Address: 200 PARKER DRIVE, SUITE C100A, AUSTIN, TX, UNITED STATES, 78728

Registered Agent Name and Address

Name: CORPORATION SERVICE COMPANY
Address: 80 STATE STREET, ALBANY, NY, 12207 - 2543

Entity Primary Location Name and Address

Name:
Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

April 3, 2023

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 23 - 139

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like to request a Supplemental Appropriation of Funds of $21,000. These funds will be used for the purchase of the Cordico Law Enforcement Wellness Application. This is a recent component of our accreditation programs. This supplemental appropriation is supported by unbudgeted revenue from housing juveniles in the Oneida County Jail; Account A3150.3389-115.

I respectfully request that this matter be acted on at the next Board of Legislators meeting.

Expense Account for the Supplemental Appropriation	Amount
A3110.492-000 Computer Software & Licenses	$21,000.00

The Supplemental Appropriation will be fully supported by:

Revenue Account	Amount
A3150.3389-115 Public Safety Reimb. Juveniles	$21,000.00

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,

RECEIVED
APR 05 2023

Robert M. Maciol,
Oneida County Sheriff

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-5-23

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 COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

March 28, 2023

FN 20 23 - 140

PUBLIC SAFETY

WAYS & MEANS

Gerald Fiorini
Board Chairman
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Board Chairman,

In the correspondences dated March 27, 2023, the Commissioner requested your Boards approval for funding several positions in the Public Defender's Office. The Commissioner recommends the funding of two Senior Office Specialist I and funding of one Law Associate position. These positions were unfunded in the 2023 budget process. With the Boards approval, it is necessary to move the funds to fund these positions as requested.

I therefore request your Board's approval for the following **2023** Funds Transfer:

TO:

A-1170-1170.101-000 – Salaries – Full Time	$104,811.00
A-1170-1170.830-000 – Medicare & Social Security	8,018.00
A-1170-1170.850-000 – Unemployment	262.00
Total	$113,091.00

FROM:

A-1340-1911.910-000 – Contingent Budget Items.....$113,091.00

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

RECEIVED
APR 04 2023

CC: Comptroller
County Attorney
Public Defender - Criminal

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

March 27, 2023

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

RE: Funding of Positions 1170-011 and 1170-013 as Senior Office Specialist I

Dear County Executive Picente:

Attached for your review and approval is correspondence from Public Defender, Tina L. Hartwell, seeking to fund position numbers 1170-011 and 1170-013 as the title Senior Office Specialist I. These positions were unfunded in the 2023 budget. Public Defender Hartwell has provided my office with the necessary MSD-222 forms to classify these positions if funded. My understanding is that the cost of these positions will be borne by the County.

If you concur, please forward this letter to the Board of Legislators and ask that they fund position numbers 1170-011 and 1170-013 as the title Senior Office Specialist I at Grade 12W, Step 4, starting at $26,921. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Enclosure

cc: Public Defender
County Attorney
Budget

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

March 27, 2023

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

RE: Funding of Position 1170-023 as Law Associate

Dear County Executive Picente:

Attached for your review and approval is correspondence from Public Defender, Tina L. Hartwell, seeking to fund position number 1170-0023 as the title Law Associate. This position was unfunded in the 2023 budget. Public Defender Hartwell has provided my office with the necessary MSD-222 form to classify this position if funded. My understanding is that the cost of this position will be borne by the County.

If you concur, please forward this letter to the Board of Legislators and ask that they fund position number 1170-023 as the title Law Associate at Grade 30P, Step 4, starting at $50,969. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Enclosure

cc: Public Defender
County Attorney
Budget

ONEIDA COUNTY PUBLIC DEFENDER
CRIMINAL DIVISION

Historic Union Station
321 Main St., Suite 25, Utica NY 13501
Phone: (315) 798-5870 Fax: (315) 734-0364

TINA L. HARTWELL., ESQ.
Public Defender

DAVID A. COOKE, ESQ.
Chief Appellate Counsel

LUKE A. NEBUSH, ESQ.
Chief Trial Counsel

March 21, 2023

Amanda L. Cortese-Kolasz, Esq.
Commissioner of Personnel
Oneida County Personnel Department
800 Park Avenue
Utica, New York 13501

RE: Request to Re-fund Positions

Dear Commissioner Cortese-Kolasz:

I would like to respectfully request to re-fund three (3) positions: position #11, currently Confidential Investigator that I am seeking to reclassify to Senior Office Specialist; position #13 Senior Office Specialist; and position #23 Law Associate. Each position is in cost center 1170 (County funded).

Senior Office Specialist Positions: In past years, there has been a shortage of applicants for the Senior Office Specialist exam. However, recently, there has been an increase in applicants for that position. In addition, for the past several years, there was (and, currently, is) no one in an *administrative* position, in our office, that handles phone calls, filing, scanning and other office duties. For the past several years, paralegal assistants have been performing these office duties while trying to perform the duties they were hired for, i.e., legal assistance to attorneys. Therefore, I am looking to hire two (2) Senior Office Specialists to perform office duties so that the paralegal assistants can utilize their time more appropriately and effectively assisting the attorneys with their cases.

Law Associate Position: In addition, I am looking to re-fund position #23, Law Associate. Our office is currently working with a third year Albany Law Student who is competently performing the duties of an assistant public defender under a Practice Order and the skillful and professional guidance of APDs Dustin Bennett and Alyssa Dwyer, in Rome City Court. While currently receiving credit for his participation with our office, this intern, Matthew Winchell, has expressed an interest in continuing this work with our office after his graduation from law school and taking the bar exam. After the July bar exam, if still interested, I would like to encourage Mr. Winchell to apply to work in this office, as a Law Associate, while he awaits the results of the bar exam, much like we did for our now part-time attorney Dominique Arcuri. The goal, of course, will be to inspire him to apply as a full-time Assistant Public Defender after admission to the New York State bar.

I am happy to provide any further information that you may need to support this request. If this meets with your approval, can you please forward the request to the County Executive for his approval and, thereafter, to the Board of Legislators for their approval. Thank you for your time.

Sincerely,

Tina L. Hartwell, Esq.
Public Defender, Criminal Division

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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

April 12, 2023

FN 20 23-136

Mr. Anthony J. Picente, Jr.
Oneida County Executive
County of Oneida
800 Park Avenue
Utica, NY 13501

GOVERNMENT OPERATIONS
WAYS & MEANS

Dear Mr. Picente:

Enclosed, please find a proposed resolution regarding the semi-annual report on ***Mortgage Tax Receipts.***

Please submit this to the Board of Legislators for their full approval at their meeting in May 2023.

Thank you.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

RECEIVED
APR 13 2023

AC/ty

Enclosure

Cc: Mike Billard, Clerk of the Board

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-13-23

NEW YORK STATE MORTGAGE TAX SEMIANNUAL REPORT

COUNTY OF Oneida FOR THE PERIOD OF October 2022 THROUGH March 2023

CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE11

TAX RATE0.9300892151

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DISTRIBUTED			
	1 Basic Tax Collected	2 Interest Received by Recording Officer	3 Recording Officer's Expense	4 Refunds or Adjustments	5 Amount Paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest Received by Treasurer	7 Treasurers Expense	8 Tax Districts Share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special Assistance Fund	12 Special Additional Tax SONYMA
Oct	306,396.50	14.89	23,755.33	0.00	282,656.06	0.00	0.00	282,656.06	0.00	133,560.43	0.00	101,191.15
Nov	303,487.62	11.37	22,154.39	0.00	281,344.60	0.00	0.00	281,344.60	0.00	178,909.91	0.00	91,968.70
Dec	334,948.25	10.39	23,031.02	0.00	311,927.62	0.00	0.00	311,927.62	0.00	148,868.69	0.00	128,151.17
Jan	327,400.50	16.49	22,883.60	0.00	304,533.39	0.00	0.00	304,533.39	0.00	145,767.24	0.00	128,389.84
Feb	243,856.50	7.04	23,091.99	0.00	220,771.55	0.00	0.00	220,771.55	0.00	66,511.43	0.00	88,975.32
Mar	303,042.83	8.58	23,187.60	0.00	279,863.81	10,858.21	0.00	290,722.02	0.00	133,758.08	0.00	111,217.83
Apr												
May												
Jun												
Jul												
Aug												
Sep												
Totals	1,819,132.20	68.76	138,103.93	0.00	1,681,097.03	10,858.21	0.00	1,691,955.24	0.00	807,375.78	0.00	649,894.01

Recording Officer

Treasurer

Distribution Statement
(Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the bottom of this part.

PART II

Credit Statement
(Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

MUNICIPALITY		2 Taxes Collected	3 *Additions	4 *Deductions	5 Taxes Adj Corr	6 Amount Due Tax District
ANNSVILLE		3,907.82	0.00	0.00	3,907.82	$3,634.62
AUGUSTA		13,696.50	0.00	0.00	13,696.50	$12,738.97
AVA		2,873.63	0.00	0.00	2,873.63	$2,672.73
BOONVILLE		36,518.50	0.00	0.00	36,518.50	$33,965.46
BRIDGEWATER		4,013.50	0.00	0.00	4,013.50	$3,732.91
CAMDEN		26,995.14	0.00	0.00	26,995.14	$25,107.89
DEERFIELD		34,023.00	0.00	0.00	34,023.00	$31,644.43
FLORENCE		5,552.36	0.00	0.00	5,552.36	$5,164.19
FLOYD		24,915.50	0.00	0.00	24,915.50	$23,173.64
FORESTPORT		28,843.50	0.00	0.00	28,843.50	$26,827.03
KIRKLAND		139,572.00	0.00	0.00	139,572.00	$129,814.41
LEE		51,912.08	0.00	0.00	51,912.08	$48,282.87
MARCY		52,808.50	0.00	0.00	52,808.50	$49,116.62
MARSHALL		12,620.00	0.00	0.00	12,620.00	$11,737.73
NEW HARTFORD		244,275.84	0.00	0.00	244,275.84	$227,198.32
PARIS		25,903.05	0.00	0.00	25,903.05	$24,092.15
REMSEN		10,171.00	0.00	0.00	10,171.00	$9,459.94
ROME		265,230.12	0.00	0.00	265,230.12	$246,687.67
SANGERFIELD		14,745.50	0.00	0.00	14,745.50	$13,714.63
STEUBEN		3,959.50	0.00	0.00	3,959.50	$3,682.69
TRENTON		34,927.50	0.00	0.00	34,927.50	$32,485.69
UTICA		377,307.83	0.00	0.00	377,307.83	$350,929.94
VERNON		116,077.90	0.00	0.00	116,077.90	$107,962.80
VERONA		45,738.25	0.00	0.00	45,738.25	$42,540.65
VIENNA		41,622.05	0.00	0.00	41,622.05	$38,712.22
WESTERN		17,335.37	0.00	0.00	17,335.37	$16,123.44
WESTMORELAND		45,735.00	0.00	0.00	45,735.00	$42,537.63
WHITESTOWN		137,851.26	0.00	0.00	137,851.26	$128,213.97
Total Tax Districts	**28**	**1,819,132.20**	**0.00**	**0.00**	**1,819,132.20**	**1,691,955.24**

*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers

MORTGAGE TAX RECEIPTS AND DISTRIBUTION

FOR THE PERIOD ENDING MARCH 2023

WHEREAS: The Oneida County Clerk and the Commissioner of Finance Have prepared and submitted to the Board of County Legislators their joint Semi-annual report on the Mortgage Tax Receipts, and:

WHEREAS: This report shows the credit statement to the sum of **$1,691,955.24** to be distributed to the various towns, cities and villages pursuant to Section 261 of the Tax Law, now therefore, be it hereby

RESOLVED: That the Oneida County Commissioner of Finance be, and hereby is authorized and directed to remit payments in the amount shown in said semi-annual report on the Mortgage Tax Receipts.

APPROVED:

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

FN 2023 141

PUBLIC SAFETY

WAYS & MEANS

March 27, 2023

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

RE: Funding of Positions 1170-011 and 1170-013 as Senior Office Specialist I

Dear County Executive Picente:

Attached for your review and approval is correspondence from Public Defender, Tina L. Hartwell, seeking to fund position numbers 1170-011 and 1170-013 as the title Senior Office Specialist I. These positions were unfunded in the 2023 budget. Public Defender Hartwell has provided my office with the necessary MSD-222 forms to classify these positions if funded. My understanding is that the cost of these positions will be borne by the County.

If you concur, please forward this letter to the Board of Legislators and ask that they fund position numbers 1170-011 and 1170-013 as the title Senior Office Specialist I at Grade 12W, Step 4, starting at $26,921. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Enclosure

cc: Public Defender
County Attorney
Budget

RECEIVED
MAR 28 2023

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-28-23

ONEIDA COUNTY PUBLIC DEFENDER
CRIMINAL DIVISION

Historic Union Station
321 Main St., Suite 25, Utica NY 13501
Phone: (315) 798-5870 Fax: (315) 734-0364

TINA L. HARTWELL., ESQ.
Public Defender

DAVID A. COOKE, ESQ.
Chief Appellate Counsel

LUKE A. NEBUSH, ESQ.
Chief Trial Counsel

March 21, 2023

Amanda L. Cortese-Kolasz, Esq.
Commissioner of Personnel
Oneida County Personnel Department
800 Park Avenue
Utica, New York 13501

RE: Request to Re-fund Positions

Dear Commissioner Cortese-Kolasz:

I would like to respectfully request to re-fund three (3) positions: position #11, currently Confidential Investigator that I am seeking to reclassify to Senior Office Specialist; position #13 Senior Office Specialist; and position #23 Law Associate. Each position is in cost center 1170 (County funded).

Senior Office Specialist Positions: In past years, there has been a shortage of applicants for the Senior Office Specialist exam. However, recently, there has been an increase in applicants for that position. In addition, for the past several years, there was (and, currently, is) no one in an *administrative* position, in our office, that handles phone calls, filing, scanning and other office duties. For the past several years, paralegal assistants have been performing these office duties while trying to perform the duties they were hired for, i.e., legal assistance to attorneys. Therefore, I am looking to hire two (2) Senior Office Specialists to perform office duties so that the paralegal assistants can utilize their time more appropriately and effectively assisting the attorneys with their cases.

Law Associate Position: In addition, I am looking to re-fund position #23, Law Associate. Our office is currently working with a third year Albany Law Student who is competently performing the duties of an assistant public defender under a Practice Order and the skillful and professional guidance of APDs Dustin Bennett and Alyssa Dwyer, in Rome City Court. While currently receiving credit for his participation with our office, this intern, Matthew Winchell, has expressed an interest in continuing this work with our office after his graduation from law school and taking the bar exam. After the July bar exam, if still interested, I would like to encourage Mr. Winchell to apply to work in this office, as a Law Associate, while he awaits the results of the bar exam, much like we did for our now part-time attorney Dominique Arcuri. The goal, of course, will be to inspire him to apply as a full-time Assistant Public Defender after admission to the New York State bar.

I am happy to provide any further information that you may need to support this request. If this meets with your approval, can you please forward the request to the County Executive for his approval and, thereafter, to the Board of Legislators for their approval. Thank you for your time.

Sincerely,

Tina L. Hartwell, Esq.
Public Defender, Criminal Division

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ **Fax:** (315) 798-6490

March 27, 2023

FN 20 23 - 1-12

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

RE: Funding of Position 1170-023 as Law Associate

Dear County Executive Picente:

Attached for your review and approval is correspondence from Public Defender, Tina L. Hartwell, seeking to fund position number 1170-0023 as the title Law Associate. This position was unfunded in the 2023 budget. Public Defender Hartwell has provided my office with the necessary MSD-222 form to classify this position if funded. My understanding is that the cost of this position will be borne by the County.

If you concur, please forward this letter to the Board of Legislators and ask that they fund position number 1170-023 as the title Law Associate at Grade 30P, Step 4, starting at $50,969. As always, I am available to address any questions or concerns either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Enclosure

cc: Public Defender
County Attorney
Budget

RECEIVED
MAR 28 2023

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-27-23

ONEIDA COUNTY PUBLIC DEFENDER
CRIMINAL DIVISION
Historic Union Station
321 Main St., Suite 25, Utica NY 13501
Phone: (315) 798-5870 Fax: (315) 734-0364

TINA L. HARTWELL., ESQ.
Public Defender

DAVID A. COOKE, ESQ.
Chief Appellate Counsel

LUKE A. NEBUSH, ESQ.
Chief Trial Counsel

March 21, 2023

Amanda L. Cortese-Kolasz, Esq.
Commissioner of Personnel
Oneida County Personnel Department
800 Park Avenue
Utica, New York 13501

RE: Request to Re-fund Positions

Dear Commissioner Cortese-Kolasz:

I would like to respectfully request to re-fund three (3) positions: position #11, currently Confidential Investigator that I am seeking to reclassify to Senior Office Specialist; position #13 Senior Office Specialist; and position #23 Law Associate. Each position is in cost center 1170 (County funded).

Senior Office Specialist Positions: In past years, there has been a shortage of applicants for the Senior Office Specialist exam. However, recently, there has been an increase in applicants for that position. In addition, for the past several years, there was (and, currently, is) no one in an *administrative* position, in our office, that handles phone calls, filing, scanning and other office duties. For the past several years, paralegal assistants have been performing these office duties while trying to perform the duties they were hired for, i.e., legal assistance to attorneys. Therefore, I am looking to hire two (2) Senior Office Specialists to perform office duties so that the paralegal assistants can utilize their time more appropriately and effectively assisting the attorneys with their cases.

Law Associate Position: In addition, I am looking to re-fund position #23, Law Associate. Our office is currently working with a third year Albany Law Student who is competently performing the duties of an assistant public defender under a Practice Order and the skillful and professional guidance of APDs Dustin Bennett and Alyssa Dwyer, in Rome City Court. While currently receiving credit for his participation with our office, this intern, Matthew Winchell, has expressed an interest in continuing this work with our office after his graduation from law school and taking the bar exam. After the July bar exam, if still interested, I would like to encourage Mr. Winchell to apply to work in this office, as a Law Associate, while he awaits the results of the bar exam, much like we did for our now part-time attorney Dominique Arcuri. The goal, of course, will be to inspire him to apply as a full-time Assistant Public Defender after admission to the New York State bar.

I am happy to provide any further information that you may need to support this request. If this meets with your approval, can you please forward the request to the County Executive for his approval and, thereafter, to the Board of Legislators for their approval. Thank you for your time.

Sincerely,

Tina L. Hartwell, Esq.
Public Defender, Criminal Division

ONEIDA COUNTY
DEPARTMENT OF PROBATION
Boehlert Center at Union Station
321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684

300 West Dominick Street, Rome, New York 13440
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025

E-mail: probation@ocgov.net · Web Site: www.ocgov.net

ANTHONY J. PICENTE, JR.
County Executive

Holly Bolton
Director

PROPOSAL TO BOARD OF LEGISLATORS

FN 20 23 - 143

Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Honorable Members:

The attached letter from Holly Bolton, Probation Director, requests your consideration and approval of her claim for reimbursement from the State of New York for costs expended for Pre-Sentence reports conducted on state inmates. As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) provides for reimbursement to counties when these costs are expended by public funds.

As noted in the attached documents, the Probation Department is claiming $1,040.71 for the preparation of 7 reports in this category. Please consider and approve her reimbursement claim.

Sincerely,

Anthony J. Picente, Jr.
Oneida County Executive

C: Public Defender
Audit and Control
County Attorney

RECEIVED
MAR 22 2023

ONEIDA COUNTY
DEPARTMENT OF PROBATION
Boehlert Center at Union Station
321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684

300 West Dominick Street, Rome, New York 13440
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025

E-mail: probation@ocgov.net · Web Site: www.ocgov.net

ANTHONY J. PICENTE, JR.
County Executive

Holly Bolton
Director

March 14, 2023

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

Re: Certification of Section 606 of the
New York State Correction Law – 2022

Dear Mr. Picente:

Enclosed is a Certified Listing of 2022 costs in the amount of $1,040.71 which represents our department's costs expended while conducting Pre-Sentence Investigations on sentenced inmates in the State Prison System.

As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) allows for this reimbursement when these costs are expended by public funds. We have prepared 7 Pre-Sentence Reports on state inmates.

As a Board Resolution is required, I hereby request the Board's approval of our request for reimbursement from New York State.

Respectfully Submitted,

Holly Bolton
Probation Director

HB/mp
Enclosures: Reimbursement Expenses for PSI's

AC-1171 (Rev. 10/90) State of New York

STATE AID VOUCHER

Voucher No.

1. Originating Agency: NYS DIVISION OF CORRECTIONAL SERVICES	Orig. Agency Code: NY032013G	Interest Eligible (Y/N)			
Payment Date (MM/DD/YY)	OSC Use Only	Liability Date (MM/DD/YY)			
2. Payee ID: 300100000	Additional	Zip Code	Route	Payee Amount	MIR Date (MM/DD/YY)
4. Payee Name (Limit to 30 spaces): ONEIDA COUNTY COMPTROLLER		IRS Code			IRS Amount
Payee Name (Limit to 30 spaces)		Stat Type	Statistic	Indicator-Dept.	Indicator-Statewide
Address (Limit to 30 spaces): 800 PARK AVENUE		5. Ref/Inv. No. (Limit to 20 spaces): A3140-3319 REIMBURSEMENT FROM DOCS			
Address (Limit to 30 spaces)		Ref/Inv.Date (MM) (DD) (YY)			
City (Limit to 20 spaces): 6. UTICA	State (Limit to 2 spaces): NY	Zip Code: 13501			

Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount
		Reimbursement for services rendered and expenses incurred by the Oneida County Probation Department in preparing Pre-Sentence Investigations on DOCS inmates who committed crimes while being incarcerated in DOCS facilities in Oneida County during 2022 Period 1/1/2022 - 12/31/2022 Wages: $729.81 Fringe Benefits: $310.90 TOTAL	$ 1,040.71

	TOTAL	$ 1,040.71
	Less Receipts	-------
	Net	$ 1,040.71
	State Aid Claimed	$ 1,040.71

8. Payee Certification:
I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statue; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; and that taxes which the State is exempt are excluded.

Signature in Ink: [signature] Date: 3/15/23

Title: DEPUTY COMPTROLLER

Name of Municipality: O N E I D A C O U N T Y

FOR STATE AGENCY USE ONLY

Merchandise Received
Date
Page No.
By

I certify that this claim is correct and just, and payment is approved
Director of Financial Administration
Date

STATE COMPTROLLER'S PRE-AUDIT

State Aid
Verified
Audited
Certified For Payment of State Aid Amount
By

Expenditure

Cost Center Code: Dept.	Cost Center	Variable	Year	Object

Liquidation

Accum: Dept.	Statewide	Amount	Orig. Agency	PO/Contract	Line	F/P

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

March 28, 2023

FN 2023-144

PUBLIC SAFETY
WAYS & MEANS

Gerald Fiorini, Chairman
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Board Chairman,

In the correspondence dated March 7, 2023, the Commissioner of Personnel requested your Boards approval of the funding for two positions in the title Probation Assistant and one position in the title of Probation Officer I which were requested by the Probation Director. The Director also requested to increase here Rent / Leased Equipment Account of $12,000 to fund the leasing of additional GPS bracelets that are used to monitor some individuals that are in pretrial services.

Fortunately, the Probation received a grant from New York State Division of Criminal Justice Services which will more than cover the increased cost.

I therefore request your Board's approval for the following **2023** Supplemental Appropriation:

TO:

A-3140-3140.101-000 – Salaries – Full Time	$132,795.00
A-3140-3140.810-000 – Retirement	19,667.00
A-3140-3140.830-000 – Medicare & Social Security	10,159.00
A-3140-3140.840-000 – Workers Compensation	3,718.00
A-3140-3140.850-000 – Health Insurance	45,000.00
A-3140-3140.860-000 – Unemployment	332.00
Total	$211,671.00

These Supplemental Appropriations will be fully funded by:

A-3140-3140-3310-120 – NYS – Probation DCJS – Pre-Trial....$211,671.00

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

RECEIVED
APR 04 2023

CC: Comptroller
County Attorney

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ **Fax:** (315) 798-6490

March 7, 2023

Hon Anthony J. Picente
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Re: Request to fund Positions – Probation Department

Dear County Executive Picente:

Enclosed, please find a letter from Holly Bolton, Probation Director, seeking to fund position numbers 3140-038 and 3140-907 in the title Probation Assistant, and also seeking to fund position number 3140-013 in the title Probation Officer I. Director Bolton's letter provides details on the need for these positions and the funding source.

Based upon this, I am requesting that positions 3140-038 and 3140-907 be funded in the title Probation Assistant at Grade 25W, Step 4, $43,074, and that position 3140-013 be funded in the title Probation Officer I at Grade 27W, Step 4, $46,647.

If you concur, I respectfully request that you forward this recommendation to the Board of Legislators for consideration at their next meeting. As always, I am available to address any questions or concerns that either you or the Board may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

cc: County Attorney
Budget
Probation

ONEIDA COUNTY
DEPARTMENT OF PROBATION
Boehlert Center at Union Station

ANTHONY J. PICENTE, JR.
County Executive

HOLLY BOLTON
DIRECTOR

321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
300 West Dominick Street, Rome, New York 13440
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025
E-mail: probation@ocgov.net · Web Site: www.ocgov

2/2/23

Amanda Cortese-Kolasz
Oneida County Commissioner of Personnel
800 Park Avenue
Utica, NY 13501

Dear Mrs. Cortese-Kolasz,

I am requesting that three (3) positions that were unfunded in the 2023 budget for the Probation Department be added back into our budget. They are all within cost center 3140. Two positions are for Probation Assistants, position #38 and #907; and one Probation Officer position, which is #13.

The Probation Department received a Grant Award from New York State Division of Criminal Justice Services on October 14, 2022 in the amount of $512,795.00 for County Pretrial Services. This grant money remains in account A999. We would utilize these three above positions for pretrial services. The salaries and fringes for these three positions would not cost the County any money, and will be paid entirely from this grant.

We are also requesting to have $12,000.00 of the $512,975.00 grant moved to A3141.413 to cover the cost of GPS bracelets that we are using to monitor some individuals that we are putting on pretrial services, so we are able to monitor his/her whereabouts. We had previously budgeted $18,000.00 for the GPS bracelets, but we are using more than we originally anticipated.

Not only would these three positions not cost the County any money, they would also save the County money in the long run as they would offer services to individuals who will be on pretrial release rather than be incarcerated. We will also have a Probation Assistant working within the Utica City School District in an attempt to help the children prior to them getting involved in criminal activity.

Respectfully submitted,

Holly Bolton
Probation Director

NEW YORK STATE | Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director of Funding

Grant Award Notice

September 29, 2022

County Executive Anthony Picente
Oneida County
Oneida County Office Building 800 Park Avenue
Utica, NY 13501

The New York State Division of Criminal Justice Services (DCJS) is pleased to advise you that your county will receive funding to offset the costs associated with the provision of certified pretrial services, including but not limited to screening, assessments, supervision, and reporting as provided in the enacted (SFY 2022-23) New York State budget for the period April 1, 2022 through March 31, 2023.

Project Name:	**County Pretrial Services**	**Award Amount:**	**$512,795**

Additional Information:
Your 2022-23 award is consistent with the appropriation amount enacted for this purpose in the State budget and was determined based on an analysis of the five-year average of lower court arraignments in your county. Rather than issuing your grant award through a DCJS grant contract for this funding, the full award amount will be automatically disbursed to the county in one payment made by October 31, 2022. It is important to note that the funding provided to the county herein must support certified pretrial services. Pursuant to Criminal Procedure Law § 510.45, the Office of Court Administration certifies one or more pretrial services agencies in each county and maintains a listing of such agencies on their public website at: https://ww2.nycourts.gov/court-research/ListOfAgencies.shtml.

Should you have any programmatic questions, please contact Nicole Aldi, DCJS Office of Probation and Correctional Alternatives' Program Manager at (518) 485-8457 or nicole.aldi@dcjs.ny.gov. If you have any fiscal questions, please contact the DCJS fiscal contact listed below. Thank you.

Nadia Rockwell
DCJS Associate Budgeting Analyst
NYS Division of Criminal Justice Services, Finance Office
(518) 485-0091 or nadia.rockwell@dcjs.ny.gov

CC: Robert M. Maccarone, Deputy Commissioner and Director of Probation
Nadia Rockwell, DCJS Finance
Holly Bolton, Probation Director

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY
Scott D. McNamara
DISTRICT ATTORNEY

Michael A. Coluzza
Chief Assistant District Attorney

Grant J. Garramone
Executive Administrative Assistant

Laurie Lisi
Todd C. Carville
Sarah F. DeMellier
William J. Barry III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow
Sara D. Lupi

FN 20 23- 145

PUBLIC SAFETY

WAYS & MEANS

Jennifer M. Scholl
Angelo J. Partipelo III
Michael A. LaBella
Amanda M. Tucciarone
Nicholas T. Fletcher
Rachel B. McNamara
Andrew K. Rahme
Dawn C. Lupi
Thomas B. Luka
Kathleen Arcuri
Robert Rose

March 31, 2023

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear Mr. Picente:

Enclosed please find documents pertaining to the expenses incurred by the Oneida County District Attorney's Office with regard to the investigation and/or prosecution of State of New York inmates.

Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

If you have any questions or concerns, please contact my office.

Thank you.

RECEIVED
APR 20 2023

Very truly yours,

Scott D. McNamara
Oneida County District Attorney

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr
County Executive

Date 4-19-23

kmn
Encs. State Billing 2021 Summary of Cases/Certification
State Aid Voucher
Proposed Resolution

235 Elizabeth Street, Utica, NY 13501 Phone: (315) 798-5766 Fax: (315) 798-5582

PROPOSED RESOLUTION

WHEREAS, certain inmates incarcerated in the Marcy Correctional Facility, Mohawk Correctional Facility, and the Midstate Correctional Facility said inmates being in the custody of the New York State Department of Corrections, all institutions being located in the County of Oneida, have been the subject of an investigation and/or prosecution for the commission of various crimes while incarcerated in the aforementioned facilities, and

WHEREAS, the Oneida County District Attorney has conducted investigations of said crimes occurring in Oneida County and prosecuted said inmates, and

WHEREAS, Section 606 of the Correction Law mandates payments of state funds to the county for expenses incurred in the investigations of said crimes and the prosecution of state inmates, and

WHEREAS, the Oneida County District Attorney has certified to the Board that the expense associated in the investigation and prosecution of alleged crimes committed by Hector Abreau, James Alcide, Rasheed Armstrong, Blerim Behluli, Christopher Bell, Kraig Bolden, Bryana Brinkerhoff, George Brown, Timothy Brown, Napoleon Bryan, Liam Butts, Holly Calabrese, Kelyne Christmas, Jamil Collier, Ikiem Davis, Marvin Dubois, Stephanie Forney, Jaeden Gandia, Josue Griffin, Dawud Hall, Daniel Hernandez, Franklin Hidalgo, Scott Hodges, Henry Jacobs, Eustace James, Isaiah Jordan, Leshawn Kimbrough, Thomas Lathan, Trevor Leacock, Julio Lewis, Oscar Lopez, Avianna Lugo, Docciana Mack, Bonita Mayfield, Benjamin McMillan, Elvin Medina-Bauza, Jorge Molina, Marcus Moore, Paul Niles, Deonte O'Connor, Cody O'Neill, William Ortiz, Rico Pennyamon, David Russell Kelly, Timothy Sims, Robert Smith, Keith Sutton, David Torres, Angel Valentin, Janae Walker and Shakeem White amount to $6,701.24, now, therefore,

BE IT RESOLVED, that this Resolution and the attached statement of the expense of the District Attorney be forwarded to the New York State Department of Corrections as required by Section 606 of the Correction Law.

STATE BILLING 2021
SUMMARY OF CASES

INMATE	TOTAL
Hector Abreau	88.92
James Alcide	65.17
Rasheed Armstrong	107.59
Blerim Behluli	423.41
Christopher Bell	121.49
Kraig Bolden	50.48
Bryana Brinkerhoff	141.63
George Brown	132.27
Timothy Brown	118.47
Napoleon Bryan	80.66
Liam Butts	157.40
Holly Calabrese	77.96
Kelyne Christmas	34.66
Jamil Collier	94.42
Ikiem Davis	77.90
Marvin Dubois	118.80
Stephanie Forney	126.55
Jaeden Gandia	80.44
Josue Griffin	49.56
Dawud Hall	107.16
Daniel Hernandez	159.18
Franklin Hidalgo	167.66
Scott Hodges	48.73
Henry Jacobs	106.30
Eustace James	86.33
Isaiah Jordan	48.29
Leshawn Kimbrough	116.33
Thomas Lathan	101.48
Trevor Leacock	48.73
Julio Lewis	114.10
Oscar Lopez	157.79
Avianna Lugo	102.23
Docciana Mack	95.00
Bonita Mayfield	83.98
Benjamin McMillan	138.45
Elvin Medina-Bauza	157.25
Jorge Molina	135.25
Marcus Moore	71.01
Paul Niles	870.25

Deonte O'Connor	102.42
Cody O'Neill	499.12
William Ortiz	95.56
Rico Pennyamon	102.21
David Russell Kelly	153.52
Timothy Sims	102.25
Robert Smith	110.86
Keith Sutton	58.70
David Torres	92.54
Angel Valentin	85.10
Janae Walker	97.48
Shakeem White	105.60

Total $6,668.64

Time expended on 1/30/2023 by Kevin Nugent preparing state billing for reimbursement: one hour at $21.59 per hour = $21.59 plus 50.99% in fringe benefits = $11.01

Total $32.60

Grand Total $6,701.24

I hereby certify that the above expenses were incurred with regard to the investigation and/or prosecution of the above-entitled matters.

Scott D. McNamara
Oneida County District Attorney

AC 1171 (Rev 10/96)

STATE OF NEW YORK

STATE AID VOUCHER

Voucher No.

1 Originating Agency: NYS Department of Corrections	Orig. Agency Code	Interest Eligible (Y/N): N	
Payment Date (MM) (DD) (YY): / /	OSC Use Only	Liability Date (MM) (DD) (YY): / /	
2 Payee ID: 156-00-0460	Additional	3 Zip Code: 13501	Route
Payee Amount: 6701.24		MIR Date (MM) (DD) (YY): / /	
4 Payee Name (Limit to 30 spaces): Oneida County	IRS Code	IRS Amount	
Payee Name (Limit to 30 spaces): District Attorney	Stat. Type	Statistic	Indicator-Dept. / Indicator-Statewide
Address (Limit to 30 spaces): 235 Elizabeth Street	5 Ref/Inv. No. (Limit to 20 spaces): A2206 State Inmates		
Address (Limit to 30 spaces):	Ref/Inv. Date (MM) (DD) (YY): 1 / 30 / 23		
City (Limit to 20 spaces): Utica (Limit to 2 spaces) → State: NY	Zip Code: 13501		

6 Date Paid	Check or Voucher No.	Description of Charges (If Personal Service, show name, title, period covered)	Amount Dollars	Amount Cents
		2021 expenses associated with the investigation and/or prosecution of alleged crimes committed by inmates of the NYS correctional facilities as per attached list	6701	24

7 State Aid Program or Applicable Statute: A2206 State Inmates

TOTAL	6701	24
Less Receipts		
NET		
100 % State Aid Claimed	6701	24

8 Payee Certification:

I certify that the above expenditures have been made in accordance with the provisions of the Applicable Statute; that the claim is just and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.

→ Signature in Ink: Joseph Sampson Date: 4/13/2023

Title: Comptroller

Name of Municipality: Oneida County

FOR STATE AGENCY USE ONLY

Merchandise Received

Date

Page No.

By

I certify that this claim is correct and just, and payment is approved.

By

Date

STATE COMPTROLLER'S PRE-AUDIT

Verified

Audited

State Aid

Certified For Payment of State Aid Amount

By

Expenditure								Liquidation			
Cost Center Code				Object	Accum		Amount	Orig. Agency	PO/Contract	Line	F/P
Dept.	Cost Center Unit	Var.	Yr.		Dept.	Statewide					

Distribution: Original to OSC with Copy to Agency and Municipality

☐ Check if Continuation form is attached

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

April 12, 2023

Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

FN 20 23 - 146
PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

The New York State Department of Transportation (NYSDOT) is assisting Oneida County for the Replacement of the Gridley Paige Road Bridge over Big Creek in the Town of Marshall has been added to the State Transportation Improvement Plan. Eligible project expenditures qualify for 80% Federal aid and 15% State aid. The balance remaining is paid by local funds. The subject bridge is owned by the Town of Marshall.

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County has agreed to act as project sponsor. An Inter-municipal agreement between Oneida County and the Town of Marshall has been executed establishing the Town's responsibility for 100% of any local and/or unfunded expense.

The enclosed Federal aid Local Project Agreement will allow Oneida County to be reimbursed up to $134,400.00 in Federal and State Marcheselli funds for preliminary engineering and design services as eligible expenditures are made per Schedule A of the agreement. The Town of Marshall would be responsible for 100% of the local matching share, currently estimated to be $6,720.00.

If acceptable, please forward the enclosed Federal aid Local Project Agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

RECEIVED
APR 13 2023

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-12-23

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Town of Marshall
2651 State Route 12B
Deansboro, NY 13328

Title of Activity or Service: Intermunicipal Agreement

Proposed Dates of Operation: Start on Execution - No Expiration

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the Herkimer-Oneida County Transportation Study Metropolitan Planning Organization State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.76	2205850	Gridley Paige Road Bridge over Big Creek	Town of Marshall	Fed/NYS	$1,111,120
				Local	$58,480
				Total	$1,169,600

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

Oneida County has offered assistance to the Town of Marshall regarding PIN 2754.76. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H569 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via federal aid, State aid if received, and 100% reimbursement from the Town of Marshall for all remaining expenditures.

The enclosed agreement between Oneida County and the Town of Marshall formalizes the proposal described above.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding	**Account #:**	H-569
	Total Funding Requested:	$1,169,600.00
	Oneida County Dept. Funding Recommendation:	$1,169,600.00
Proposed Funding Sources	**Federal:**	$935,680.00
	New York State:	$175,440.00
	Town:	$58,480.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

AGREEMENT

THIS AGREEMENT, is made by and between the TOWN OF MARSHALL (hereinafter referred to as the "Town"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 2651 State Route 12B, Deansboro, NY 13328, and the COUNTY OF ONEIDA (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, 13501 (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, for the benefit of the travelling public, the Town proposes to rehabilitate the Gridley Paige Road Bridge over Big Creek, Bridge Identification Number 2205850, located in the Town of Marshall, Oneida County, (hereinafter referred to as "the Project"); and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation (hereinafter the "NYSDOT") for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2754.76, by the NYSDOT; and

WHEREAS, the estimated total eligible Project expenditures is One Million One Hundred Sixty-Nine Thousand Six-Hundred dollars and Zero cents ($1,169,600.00), and the NYSDOT has committed to providing ninety-five percent (95%) reimbursement of eligible Project expenditures, up to a maximum amount payable of One Million One Hundred Eleven Thousand One Hundred Twenty dollars and Zero cents ($1,111,120.00) in the form of Federal and State Aid, with a five percent (5%) local match to be paid by the Town, estimated to be Fifty-Eight Thousand Four Hundred Eighty dollars and Zero cents ($58,480.00), less any funds received through the Marcheselli Program; and

WHEREAS, a "Project Sponsor" is necessary to act as the manager of the Project, and the Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.

1.2. The County shall assume the duties of Project Sponsor upon the execution of a subsequent agreement to that effect between the County and the NYSDOT. The Project Sponsor's duties shall be set

forth in said subsequent agreement, and are anticipated to include managing contracts for the design, construction, and inspection of the Project.

1.3. Contingent upon the NYSDOT's approval of the County as Project Sponsor, the Town and County agree to the payment structure and terms described herein.

1.3.1. The Town and the County shall co-sign all required contracts, including those for the design, construction and inspection of the Project.

1.3.2. The Town acknowledges and agrees that the County shall not be responsible for any of the costs associated with the Project.

1.3.3. The estimated total cost of the Project is One Million One Hundred Sixty-Nine Thousand Six Hundred dollars and Zero cents ($1,169,600.00).

1.3.4. The federal and state governments, through the NYSDOT, have committed to provide ninety-five percent (95%) reimbursement of eligible Project expenditures, up to a maximum amount of One Million One Hundred Eleven Thousand One Hundred Twenty dollars and Zero cents ($1,111,120.00), with a five percent (5%) local match by the Town.

1.3.5. The NYSDOT may provide additional reimbursement through the Marcheselli Program.

1.3.6. The Town shall be responsible for the five percent (5%) local match, estimated to be Fifty-Eight Thousand Four Hundred Eighty Dollars and zero cents ($58,480.00), less any funds received through the Marcheselli Program.

1.3.7. The County shall advance all Project expenditures, and shall complete all necessary documents to receive reimbursement through the NYSDOT for the federal and Marcheselli Program funds. The County shall provide to the Town proof of reimbursement received from the NYSDOT.

1.3.8. The Town shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1 The Town expressly and unconditionally guarantees that it shall pay any and all costs incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT.

2.2 Such obligation shall not be limited to the estimated costs of the Project or to the anticipated percentages of reimbursement noted herein.

3. SEVERABILITY

3.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed 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.

4. NON WAIVER

4.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

5. ENTIRE AGREEMENT

5.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter.

6. INCORPORATION BY REFERENCE

6.1 The Oneida County Standard Addendum, attached to the Contract Documents, is deemed incorporated in this Agreement as **EXHIBIT A.**

7. AUTHORITY TO ACT/SIGN

7.1 The Town's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

8. ADVICE OF COUNSEL

8.1 Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

Oneida County

By: _____

Anthony J. Picente, Jr.

Oneida County Executive

Date: _____

Town of Marshall

By: _____

Jack Buschmann

Town Supervisor

Date: 4-2-2023

Approved

By: _____

Andrew Dean, Esq.

Assistant County Attorney

Date: _____

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

March 9, 2023

EN 20 23-147
PUBLIC WORKS
WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

Enclosed is a contract for design services for a Locally Administered Federal Aid Transportation Project for PIN 2754.66, Replacement of the Round Lake Road Bridge over Long Lake Outlet, in the Town of Forestport.

On July 13, 2022, the Oneida County Board of Legislators approved an inter-municipal agreement with the Town of Forestport, granting Oneida County the authority to act as project sponsor. A combination of Federal and local funding will reimburse Oneida County for 100% of the costs of this project.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, the Town of Forestport solicited an Expression of Interest (EOI) from each consulting firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed and scored on a qualifications basis by a committee appointed by the Town. After all proposals were reviewed and scored, it was determined that Barton & Loguidice, D.P.C. is the most qualified consultant for this project.

On October 5, 2022, the Board of Acquisition & Contract awarded the contract to Barton & Loguidice, D.P.C., to provide plan and specification design services for the aforementioned project in the amount of $214,000.00.

Please consider the attached Agreement, and if it meets with your approval, please sign the same. Thank you in advance for your consideration and approval.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

Enclosures

RECEIVED
MAR 20 2023

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-16-23

Oneida County Department: Public Works

Competing Proposal __X__ Only Respondent _____ Sole Source RFP _____ Other _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Barton & Loguidice, D.P.C. 443 Electronics Parkway, Office 40 Liverpool, NY 13088
Title of Activity of Service:	Project Design Services – Replacement of Round Lake Road Bridge over Long Lake Outlet, Town of Forestport (PIN 2754.66)
Proposed Dates of Operation:	Start on Execution – 12/31/2023
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The enclosed contract is for design services for a Locally Administered Federal Aid Transportation Project for PIN 2754.66, Replacement of the Round Lake Road Bridge over Long Lake Outlet, located in the Town of Foresport.

On July 13, 2022, the Oneida County Board of Legislators approved an inter-municipal agreement with the Town of Forestport granting Oneida County the authority to act as project sponsor. A combination of Federal and local funding will reimburse Oneida County for 100% of the costs of this project.

Proposals were solicited from qualified consultants and responses were evaluated. On October 5, 2022, the Board of Acquisition & Contract awarded the contract to Barton & Loguidice, D.P.C., to provide design services for the aforementioned project in the amount of $214,000.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

	Account #:	H-557
	Total Funding Requested:	$214,000.00
	Oneida County Dept. Funding Recommendation:	$214,000.00
Proposed Funding Sources	Federal:	$0.00
	State:	$0.00
	County:	$214,000.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 2023, by and between the COUNTY OF ONEIDA (hereinafter called "County"), a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, and BARTON & LOGUIDICE, D.P.C., (hereinafter called "Consultant"), a domestic professional service corporation, organized and existing under the laws of the State of New York, with its place of business located at 443 Electronics Parkway, Office 40, Liverpool, New York 13088. The County and Consultant are referred to herein each as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, County requires certain services, including the provision of preliminary and final design services, right-of-way acquisition services, and construction support and inspection services, for a project (PIN 2754.66) to replace Round Lake Road over Long Lake Outlet in the Town of Forestport (the "Project"); and

WHEREAS, Consultant has submitted a proposal to provide such services; and

WHEREAS, the Oneida County Board of Legislators has authorized this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **TERM**

1.1. The term of this Agreement shall commence upon a written Notice to Proceed (the "Notice to Proceed") and shall terminate upon completion of all work required of Consultant, but no later than December 31, 2024.

2. **NOTICE TO PROCEED**

2.1. The Notice to Proceed shall be in the form of a letter signed by the County's Project Manager, as identified herein, authorizing the Consultant's performance Services described herein. No Services shall commence until the Notice to Proceed is issued and the County shall have no obligation to compensate Consultant for any Services before the Notice to Proceed is issued.

3. **SERVICES**

3.1. Consultant will perform the work ascribed to "Consultant" or "consultant" in **Attachment B–Contract Scope** and any work required pursuant to a change order.

4. COMPENSATION

4.1. For providing the Services, the County will pay Consultant its fees and expenses as identified in **Attachment C–Staffing Rates, Hours, Reimbursables, and Fees**, in an amount not-to-exceed fee of Two Hundred Fourteen Thousand dollars and Zero cents ($214,000.00).

4.2. The Consultant shall submit payment invoices to the County on a monthly basis for work performed in the previous month, detailing the work and hours of each staff member and any expenses incurred by Consultant. Payment shall be made by the County after approving such invoices, in its reasonable discretion. The County shall pay Consultant within 45 days following receipt of the invoice, wherever possible.

4.3. County reserves the right to withhold payment due to Consultant's failure to properly perform its obligations under this Agreement. County may withhold payment for reasons including, but not limited to: (1) defective services, (2) third party claims, (3) failure of Consultant to pay its sub-consultants, or (4) damage to County. County may correct any conditions which do not meet the requirements of this Agreement, deduct the cost from the amounts due under this Agreement, and otherwise recover such costs from Consultant.

4.4. It is understood and agreed that Consultant shall not be entitled to payment for any costs incurred prior to the issuance of the Notice to Proceed or following the termination of this Agreement.

5. EXECUTORY OR NON-APPROPRIATION CLAUSE

5.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, County shall have the option to immediately terminate this Agreement upon providing written notice to Consultant by certified mail. In such an event Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

6. SCOPE OF SERVICES

6.1. Consultant agrees to provide Services in accordance with the project description and scope of services, defined in **Attachment B**.

6.2. Consultant shall furnish all staffing, equipment, software, materials, and/or supplies

necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

7. **PERFORMANCE OF SERVICES**

7.1. Consultant affirms that it does not have any financial interest or conflict of interest that would prevent Consultant from providing unbiased, impartial service under this Agreement.

7.2. Consultant's Services shall be performed, completed and submitted with reasonable care and in accordance with industry standards.

7.3. It is understood and agreed that Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement, and that County relies upon the professional skills of Consultant to do and perform Consultant's duties.

7.4. 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.

7.5. Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

7.6. Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

7.7. Consultant acknowledges and agrees that it and its employees and sub-consultants have no authority to enter into contracts that bind County, or create obligations on the part of County, without the prior written authorization.

7.8. Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. Consultant agrees to diligently perform the Services to be provided under this Agreement.

7.9. Consultant shall immediately notify County in writing of any difficulty in complying with any of the requirements of this Agreement.

8. **NON-ASSIGNMENT**

8.1. Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, by County.

9. **SUBCONTRACTS**

9.1. A sub-consultant is a person who has an agreement with Consultant to perform any of the Services.

9.2. Consultant agrees to furnish to County, prior to the execution of this Agreement, a list of names of sub-consultants to whom it proposes to award any portion of the Services. Within 14 days of receipt of this information, the County may notify Consultant that it: (1) it has reasonable objection to any such proposed person or entity, in which case Consultant will propose a different sub-consultant, or (2) requires additional time for review the proposed sub-consultant, or (3) Consultant must provide additional information and that action shall be deferred until the Consultant provides further information.

9.3. Agreements between Consultant and the sub-consultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. Consultant shall be solely responsible and shall remain liable for the performance of the Services.

10. **CHANGE IN SERVICES**

10.1. In case of changes affecting the scope of services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization.

11. **PROJECT MANAGERS**

11.1. County designates the Commissioner of Public Works as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event County wishes to change its representative, Consultant will be notified in writing.

11.2. Consultant designates Matthew J. Schooley, 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 sub-consultant shall be subject to approval by the Project Manager for County.

12. **NOTICES**

12.1. Any notice to County must be sent by United States certified mail, postage prepaid, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

12.2. Any notice to Consultant must be sent by United States certified mail, postage prepaid, to Consultant's Project Manager at 443 Electronics Parkway, Office 40, Liverpool, New York 13088, or at such other address last furnished in writing.

13. **INDEPENDENT CONTRACTOR STATUS**

13.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include Consultant and any of its subcontractor(s) or sub-consultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of County. County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

13.2. Payments to Consultant shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Consultant shall indemnify and hold County harmless from all loss or liability incurred by Consultant as a result of County not making such payments or withholdings.

14. ASSUMPTION OF RISK AND INDEMNIFICATION

14.1. Consultant solely assumes all risks in performing the Services, and the risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon County.

14.2. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County and its officers, employees, and agents, harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its sub-consultant) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of reasonable attorneys' fees and disbursements) arising out of or in any way related to: (a) the risks Consultant assumes under this Section; (b) the Consultant's and its sub-consultant's performance of the Contract; (c) negligent acts or omissions or intentionally wrongful conduct of Consultant, its sub-consultant, employees, or agents; or (d) Consultant's and/or its sub-consultant's, employee's, or agent's failure to comply with any of the provisions of the Contract or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action, or otherwise.

14.3. Neither the termination of this Agreement nor the making of the final payment shall release Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

15. INSURANCE REQUIREMENTS

15.1. Consultant shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

15.2. Commercial General Liability ("CGL") coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence, and Three Million Dollars ($3,000,000) annual

aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Consultant shall maintain said CGL coverage for itself and the additional insureds for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

15.3. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

15.4. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.

15.5. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

15.6. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim and at least Two Million ($2,000,000) in the aggregate.

15.7. Waiver of Subrogation: Consultant waives all rights against County and it agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

15.8. County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the Consultant's policies. The certificates shall be on forms approved by County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to

expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the right to require Consultant to provide insurance policies for review by County. Consultant hereby 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.

16. **REQUIRED PROVISIONS OF LAW**

16.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

16.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

16.3. Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Consultants determined to be in violation of this section shall be deemed to be in breach of this Agreement.

17. **BREACH**

17.1. A breach of this Agreement shall include, but not be limited to, the following:

17.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if Consultant shall fail to deliver any required insurance certificate or bond.

17.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect.

17.1.3. If Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt

or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant.

17.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County.

17.1.5. County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a time deemed reasonable to the County, then this will be cause for Agreement termination.

17.1.6. If default shall be made by Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

17.2. If Consultant breaches this Agreement, County may declare Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which Consultant would have been entitled under this Agreement, or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the Services in accordance with this Agreement.

17.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

18. **TERMINATION**

18.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

18.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County

of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of this Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

18.3. This Agreement may be terminated by Consultant upon ten (10) days written notice to County only in the event of substantial failure by County to fulfill obligations under this Agreement through no fault of Consultant.

19. **DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS**

19.1. Copies of computer diskettes, drawings and specification manuscripts in the possession of the County are to remain the property of County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. Consultant may retain copies for reference. These documents shall not be used by Consultant for other projects without prior written approval of County. County's use of this data for purposes other than originally intended without written verification or adoption by Consultant shall be at County's sole risk.

20. **ADDENDUM**

20.1. Consultant shall comply with **Attachment A,** Standard Contract Clauses Addendum, attached hereto and hereby incorporated by reference.

21. **NON WAIVER**

21.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

22. **CHOICE OF LAW/FORUM**

22.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.

22.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United

States District Court for the Northern District of New York.

23. **ORDER OF PRECEDENCE**

23.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

23.1.1. **Attachment A – Standard Contract Clauses Addendum**

23.1.2. **Attachment D – Change Order**, in reverse chronological order, if applicable

23.1.3. **This Agreement**

23.1.4. **Attachment B – Scope of Services**

23.1.5. **Attachment C – Staffing, Rates, Hours, Reimbursables and Fees**

24. **SUCCESSORS AND ASSIGNS**

24.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

25. **SEVERABILITY**

25.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

26. **ENTIRE AGREEMENT**

26.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

27. **COUNTERPARTS**

27.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

28. **AUTHORITY TO ACT/SIGN**

28.1. Consultant's signatory hereby represents and certifies that they have the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by

Consultant; no other action on the part of Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

29. **ADVICE OF COUNSEL**

29.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

30. **AMENDMENTS**

30.1. This Agreement may not be amended except through a written agreement by authorized representative of each party, provided, however, that amendments to the Services or Consultant's compensation, if needed, may be in the form of the Change Order attached hereto as **Attachment D**.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the respective Parties herein have executed this Agreement as of the date first written above.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

BARTON & LOGUIDICE, D.P.C.

Matthew J. Schooley, P.E.
Principal

APPROVED BY

Andrew Dean, Esq.
Assistant County Attorney

Attachment A

Standard Contract Clauses Addendum

THIS ADDENDUM, 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.**

1.1. 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.**

2.1. 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. **Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug-Free Workplace Requirements.**

3.1. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

3.1.1. 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 tension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

3.1.2. 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.

3.1.3. 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.

3.2. 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,

3.2.1. The Contractor certifies that it and its principals:

3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

3.2.1.2. 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;

3.2.1.3. 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

3.2.1.4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

3.2.2. 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.

3.3. 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:

3.3.1. The Contractor will or will continue to provide a drug-free workplace by:

3.3.1.1. 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;

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and

3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

3.3.1.3. 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 (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

3.3.1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.3.1.4.2) 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.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.3.1.4.2), with respect to any employee who is so convicted;

3.3.1.6.1. 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

3.3.1.6.2. 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;

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.3.1.1), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

3.3.2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

3.3.3. Place of Performance (street, address, city, county, state, zip code).

_____

_____

3.4. 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:

3.4.1. 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

3.4.2. 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:

4.1. 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:

4.1.1. 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;

4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

4.1.3. 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.

4.2. 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:

4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.

4.3. The Contractor shall:

4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4.3.4. 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;

4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;

4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

4.3.8. 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

4.3.9. 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.

4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:

4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

4.4.2. 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

4.4.3. There is a material change in the business practices and procedures of the County.

4.5. 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 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 moneys 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 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 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.**

11.1. 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 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 payees, 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.

11.2. 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.**

14.1. 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.

14.2. 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 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**.

16.1. 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.

16.2. 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**.

17.1. 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 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.

17.2. 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.**

18.1. 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).

18.2. 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.

18.3. 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.

18.4. 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.**

19.1. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

19.1.1. For the purposes of this provision, the "use of tobacco" shall include:

19.1.1.1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

19.1.1.2. 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.

19.1.2. 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.

19.2. For the purposes of this provision, "on Oneida County property" shall be defined as:

19.2.1. Upon all real property owned or leased by the County of Oneida; and

19.2.2. 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.

19.3. 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.**

20.1. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

ATTACHMENT B
Architectural/ Engineering Consultant Contract

Scope of Services
or
Task List

Section 1 - General

1.01 Project Description and Location

This project is known as: Round Lake Road over Long Lake Bridge Replacement

PIN: 2754.66

Project Description: N/A

Project Limits: The project includes replacement of the existing bridge carrying Round Lake Road and approximately 300 feet of reconstruction on both approaches.

Sponsor(ies): Town of Forestport

Town: Forestport

County: Oneida

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Project Manager

The **Sponsor's** Project Manager for this project shall be Jason Swistak, Assistant Civil Engineer, Oneida County DPW, who can be reached at (315) 793-6240, Fax (315) 768-6299

All correspondence to the **Sponsor** should be addressed to:

Oneida County DPW
5999 Judd Road
Oriskany, New York 13424

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection (**By Supplemental Agreement**)
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal, Bridge NY application or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans (if available)
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the Sponsor's Project Manager. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the "Cost Control Report". The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period). The **Consultant** will update the project schedule on a monthly basis and provide the updated schedule to the **Sponsor**.

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the *NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual* including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.]

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

Section 2 - Data Collection & Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey. Topographic survey will include locating all prominent features within 50 feet of the centerline of the roadway, for a distance of 100 feet on either side of the bridge, plus edge of pavement and centerline shots for 300 feet past this limit in either direction.

B. Stream Survey

The **Consultant** will perform field survey necessary to develop stream cross sections for the hydraulic analysis of Long Lake. The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream.

- 500' Downstream
- 400' Downstream
- 300' Downstream
- 200' Downstream
- 100' Downstream
- Downstream Face
- Upstream Face
- 100' Upstream
- 200' Upstream
- 300' Upstream
- 400' Upstream
- 500' Upstream

C. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

D. Supplemental Survey

The **Consultant** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

E. Standards

Survey will be done in accordance with the standards set forth in the *NYSDOT Land Surveying Standards and Procedures Manual* and in accordance with local standards described in Section 10 of the SOS.

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 1:20 scale mapping with 1.0 foot contour intervals.

The **Consultant** will provide supplemental mapping when needed for design purposes and to keep the mapping current.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis(Not Applicable)

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

2.05 Traffic Counts

The **Sponsor** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the *NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual.*

It is anticipated that flow diagrams will not be required.

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the Section 3.2.3 of the *NYSDOT Bridge Manual*.

2.10 Bridges To Be Rehabilitated (Not Applicable)

The project is programmed as a bridge replacement. Rehabilitation will be identified in the DAD but will not be carried forward as a viable option. Therefore no in-depth inspection will be required and data required to justify the abandonment of this alternative will be recovered from the latest Biennial Inspection.

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the *NYSDOT Project Development Manual*.

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept and alignment, the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the *NYSDOT Highway Design Manual*.
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1:20 plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, at a scale of 1:20 horizontal and 1:40 (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data.
- Typical sections showing (as a minimum) lane, median, and shoulder widths, bridge rails; guide rails; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide, and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be an **Initial Project Proposal/Final Design Report (IPP/FDR)**.

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT *Project Development Manual (PDM)*.

The **Consultant** will submit one copy of the DAD to the **Sponsor** for review. The **Sponsor** will review the DAD and provide the **Consultant** with review comments. The **Consultant** will revise the DAD to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with one copy of the signed DAD for distribution to advisory agencies.

The **Consultant** will distribute the DAD to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting and/or Public Hearing

A. Public Information Meeting

The **Consultant** will assist the **Sponsor** at one public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of a public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification.

The **Consultant** will assist the **Sponsor** with appropriate notification and will produce, modify as necessary, and provide 30 copies of an informational brochure for distribution.

3.07 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices with assistance from the **Consultant.**

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit one (1) copy of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments. The **Consultant** will send one copy to the Sponsor.

The **Sponsor** will submit one (1) copy of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through the NYSDOT, Design Approval.

Section 4 - Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the FEAW, and forward the completed checklist to the **Sponsor** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination.

This project is assumed to be a categorical exclusion.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks may include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Smart Growth

The **NYSDOT** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation. (New York State's Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the PLAFAP Manual website.)

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Surface Water
- Ground Water
- State Wetlands
- Federal Jurisdictional Wetlands

- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic and/or Archaeological Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmland and/or Agricultural Districts
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Complete Streets
- Environmental Justice
- Natural Landmarks
- Coast Guard Bridge Permit

Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the PLAFAP Manual, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

A. General Ecology and Endangered Species
~~B. Ground Water~~
C. Surface Water
~~F. Floodplains~~
~~G. Coastal Zone Management~~
J. Hazardous Waste
K. Asbestos
~~L. Noise~~
~~M. Air Quality~~
~~N. Energy~~
~~O. Farmlands and/or Agricultural Districts~~
~~P. Invasive Species~~
~~Q. Visual Impacts~~
~~R. Critical Environmental Areas~~
S. Complete Streets (completed by NYSDOT)

~~T. Environmental Justice~~
~~U. Natural Landmarks~~
~~V. Coast Guard Bridge Permit~~

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification, including but not necessarily limited to:

- Article 24 Freshwater Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit
- Migratory Bird Treaty Act

NYSDOT will be responsible for coordinating 106/4(f) and Threatened and Endangered Species. The **Consultant** will provide NYSDOT information to be submitted.

4.07 Public Hearing (Not Applicable)

The **Consultant** will provide exhibits to supplement reports for courtroom purposes.

Before the hearing, the Consultant will meet with the **Sponsor** to review the permit or certification application.

The **Consultant** will attend the hearing and, as required, provide expert testimony relevant to the particular application. The **Sponsor** will arrange for and provide any necessary legal assistance at the hearing. The **Consultant's** expert witnesses will have personally been in responsible charge of those aspects of the study to which their testimony is directed.

Section 5 – Right-of-Way

5.01 Abstract Request Map and/or Title Search

The **Consultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **Sponsor**.

5.02 Right-of-Way Survey

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.

5.03 Right-of-Way Mapping

The **Consultant** will meet with the **Sponsor** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Sponsor**.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-Way Plan

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the PLAFAP Manual.

5.05 Acquisition of Property

It is assumed that the property will be will be acquired utilizing the Donation Process. The **Sponsor** will perform the communication with the Property Owners.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the *NYSDOT Bridge Manual*. The **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

B. Bridge Rehabilitations (Not Applicable)

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:

- Show basic concepts and major details (including all existing and proposed utilities).
- Acquaint affected parties with the project and project components.
- Serve as an instrument for initial approval.
- Provide a basis for the development of final plans.

The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

C. Selected Structural Treatment

The **Consultant** will outline the selected structural treatment in the IPP/FDR for review and concurrence by the **Sponsor** the NYSDOT. A separate Structure Justification Report will not be required.

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be near **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 25 ft. intervals.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.

The **Consultant** will prepare and submit a copy of the ADP's to the **Sponsor** for review.

The **Consultant** will prepare and submit one (1) copy of the ADPs to the NYSDOT for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit one (1) copy of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.06 Railroads (Not Applicable)

The **Consultant** will coordinate with affected railroads and will assist the **Sponsor** in preparing all necessary Railroad Agreements.

6.07 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Sponsor** and the NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.

- Level 2 Load Rating Data Input forms, per the NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges."

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Consultant** will assist the **Sponsor** in holding the public bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
    - Checking accuracy of quantity calculations.
    - Determining appropriateness of price bid for work in the item.
    - Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

The **Consultant** will attend one pre-construction meeting with the **Sponsor** and selected and approved Contractor.

The **Consultant** will complete a Level 1 Load Rating of the as-built structure and provide one (1) digital copy of the Load Rating and the As-Built drawings.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

(To be completed under a supplemental agreement at the time of bidding)

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1

Estimate 4 meetings during the life of this agreement.

Estimate 12 cost and progress reporting periods will occur during the life of this agreement.

Section 2

Assume that GPS methods and equipment will be used to establish local control points.

Estimate 0 accidents will require analysis.

Estimate 1 capacity analyses will be required.

Estimate 4 soil borings will be taken.

Assume 11 stream sections will be required

Section 3

Estimate 2 concepts will be evaluated for the site.

Estimate 2 design alternative(s) will be analyzed in addition to the null alternative for the site.

Estimate 2 cost estimate(s) plus 1 update will be required.

Estimate 1 Bridge will be replaced and 0 will be rehabilitated

Section 4

Estimate 2 permits will be required.

Section 5

Estimate 2 ROW Maps will be required

Section 6

Final Design will include but not be limited to:

- Development of highway and bridge plans.
- Bridge design.
- Highway design.
- Development and design for public utilities.
- Maintenance and protection of traffic during construction.
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.

Estimate 2 cost estimate(s) plus 1 update will be required.

Estimate 3 utility companies and 0 railroad agencies will be affected.

Section 7	Estimate 5 copies of the final contract bid documents will be needed. Estimate advertisements will be placed in 2 publications in addition to the NYS Contract Reporter.
Section 8	Construction Support will include but not be limited to: • Providing technical support during construction on questions relating to the design. • Providing assistance in construction bid proceedings. • Analysis of bids. • Review of shop drawings (if necessary). • Pre-Construction Meeting • Level 1 Load Rating

10.02 Technical Assumptions

Major Items of Work:

A. Replacement of Round Lake Road Bridge over Long Lake.

B. The project will be progressed using English units.

C. Assume bridge rehabilitation concept will NOT be evaluated.

D. Contract plans and cross-sections will be prepared at ½ size (11"x17"), per NYSDOT requirements.

E. Assume eleven (11) stream sections and a HEC-RAS hydraulic analysis will be required.

F. Traffic counts will be supplied by County to Consultant and no machine traffic counts will be required by Consultant.

G. Assume wetland delineation will NOT be required.

H. Assume a 4(f)/106 evaluation and Historic American Engineer Record (HAER) will NOT be required for this project.

I. Assume that the SHPO will give no impact determination for this.

J. Assume 1 Public Information Meeting and no public hearing will be required.

K. Assume 2 ROW takings will be required.

L. Survey and mapping will include a 100 foot bandwidth for a distance of 300 feet on either side of the bridge, plus edge of pavement and centerline shots for 100 feet past this limit on both approaches.

M. Assume construction inspection phase services will be added as a supplemental agreement.

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Round Lake Road over Long Lake Bridge Replacement (BIN 2205740)

PIN 2754.66

SECTION	TASK	DESCRIPTION	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr.Project Engineer	Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Enviromental Scientist III	Principal Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
1		**GENERAL**																		
	1.05	Project Familiarization.		4						4		8							16	Review existing County-provided information. Site visit.
	1.06	Meetings 4		16														4	20	
	1.07	Cost & Progress Reporting: 12	6	12															18	Progress Report Summary Sheet per Manual & monthly invoicing
		TOTALS for Section 1	**6**	**32**						**4**		**8**						**4**	**54**	
2		**DATA COLLECTION & ANALYSIS**																		
	2.01A	Design Survey		1								4							5	By Popli, B&L to coordinate
	2.01B	Stream Sections		1								1							2	By Popli, B&L to coordinate
	2.01C	Survey of Wetlands Boundaries																	0	
	2.01D	Supplemental Survey																	0	
	2.02	Design Mapping								4		4			4				12	B&L to review for completeness and conformance with standards
	2.03	Determination of Existing Conditions										4							4	Site visit under Task 1.05; document conditions for DAD
	2.04	Accident Data and Analysis										1							1	
	2.05	Traffic Counts										1							1	Determine existing traffic speeds & volumes; forecast growth. Flow diagram will not be needed.
	2.06	Capacity Analysis																	0	
	2.07	Future Plans and Coordination with other Projects																	0	By County. Assumed future plans will have no impact on the scope of the project.
	2.08	Soil Investigation																1	1	B&L to secure subcontractor services
	2.09	Hydraulic Analysis.		4								24							28	Hydrology and hydraulics of existing & proposed structures
	2.10A	Bridge In-Depth Inspection																	0	Not Applicable
	2.10B	Bridge Deck Evaluation																	0	Not Applicable
	2.10C	Load Rating of Exising Bridge																	0	Not Applicable
	2.10D	Fatigue Evaluation																	0	Not Applicable
		TOTALS for Section 2		**6**						**4**		**39**			**4**			**1**	**54**	
3		**PRELIMINARY DESIGN**																		
	3.01	Design Criteria.								2		4							6	and appropriate design criteria for highway classification.
	3.02A	Selection of Design Alternatives	1	4						8		16							29	Evaluate two alternatives (replacements)
	3.02B	Detailed Evaluation of Alternative																	0	Evaluate design criteria, drainage & utilities
		Plans: 1								8		8			12				28	
		Profiles: 1								4		4			8				16	
		Typical Sections: 1								4		4			10				18	
	3.03	Cost Estimates																	0	
		Initial Estimate:		2						4		8							14	
		Updates (Each): 1								2		4							6	
	3.04	Develop the Draft DAD	2	8								40			16		2	4	72	2 Copies
	3.05	Advisory Agency Review		2								4								
	3.06A	Public Information Meeting	1	4						2		12			8			1	28	Meeting. Prepare display boards for plans, profile & Typical Sections. Attend Public Meeting.
	3.07	Prepare Design Recommendation. Modify DDAD								4		8					2	4	18	Resolution and response to comments. 2 copies
		TOTALS for Section 3	**4**	**20**						**38**		**112**			**54**		**4**	**9**	**241**	

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Round Lake Road over Long Lake Bridge Replacement (BIN 2205740)

PIN 2754.66

SECTION	TASK	DESCRIPTION	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr.Project Engineer	Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Enviromental Scientist III	Principal Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
4		**ENVIRONMENTAL**																		
	4.01	NEPA Classification							4			2		2					8	Complete NEPA Checklist.
	4.02	SEQRA Classification							4			2		2					8	Type II Verfication & Documentation
	4.03	Smart Growth																		
	4.04	**Screenings:**																		
		General Ecology and Endangered Species							2					2					4	Endangered Species Inquiry
		Surface Water																	0	Identification of Drainage Basins: Erosion and sediment control requirements. SPDES check. File Notice of Intent
		Ground Water							4					4					8	Ground Water Investigation: desk-top survey; provide write-up
		State Wetlands							2					2					4	Review of State-Regulated Wetlands Maps:
		Federal Jurisdictional Wetlands																	0	site visit for Federal wetlands
		Floodplains																	0	acquire FEMA maps and studies; determine need for full evaluation
		Coastal Zone Management:																	0	
		Navigable Waterways																		
		Historic/Archaeological Resources		1					1					2					4	SHPO inquiry letter
		Parks																	0	Determine need for 4(f) or 6(f)
		Hazardous Waste		1										8				2	11	desk-top survey, site visit, prepare form for DAD
		Asbestos												8				2	10	desk-top survey (record drawings), site visit, prepare form for DAD
		Noise												1					1	
		Air Quality												1					1	
		Energy												1					1	
		Farmland and/or Agricultural Districts												1					1	
		Invasive Species																		
		Visual Impacts																	0	
		Critical Environmental Areas																		
		Complete Streets																		
		Environmental Justice																		
		Natural Landmarks																		
		Coast Guard Bridge Permit																		
	4.05	**Detailed Studies and Analyses:**																		
	4.05A	General Ecology and Endangered Species												8					8	
	4.05B	Ground Water																	0	
	4.05C	Surface Water																	0	
	4.05D	State Wetlands																	0	
	4.05E	Federal Wetlands																	0	
	4.05F	Floodplains																	0	
	4.05G	Coastal Zone Management																	0	Not applicable
	4.05H	Historic Resources																	0	
	4.05I	Parks - Section 4(f) and Section 6(f)																	0	
	4.05J	Hazardous Waste																	0	
	4.05K	Asbestos																	0	
	4.05L	Noise																	0	
	4.05M	Air Quality																	0	
	4.05N	Energy																	0	
	4.05O	Farmlands:																	0	
	4.05P	Invasive Species																	0	
	4.05Q	Visual Impacts:																	0	
	4.05R	Critical Environmental Areas																	0	
	4.05S	Complete Streets																	0	
	4.05T	Environmental Justice																	0	
	4.05U	Natural Landmarks																	0	
	4.05V	Coast Guard Bridge Permit																	0	
	4.06	Permits and Approvals		2								6		16				1	25	Complete Joint Application for Permit.
	4.07	Public Hearing																		Not applicable
		TOTALS for Section 4		**4**					**17**			**10**		**58**				**5**	**94**	

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Round Lake Road over Long Lake Bridge Replacement (BIN 2205740)

PIN 2754.66

SECTION	TASK	DESCRIPTION	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr.Project Engineer	Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Enviromental Scientist III	Principal Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
5		**RIGHT OF WAY**																		
	5.01	Abstract Request Map and/or Title Search								2									2	
	5.02	ROW Survey.								2									2	
	5.03	ROW Mapping.								2									2	
	5.04	ROW Plan.								2									2	
	5.05	ROW Cost Estimate.																	0	
	5.06	Public Hearings/Meetings																	0	
	5.07	Property Appraisals																	0	
	5.08	Appraisal Review																	0	
	5.09	Negotiations and Acquisition of Property																	0	
	5.10	Relocation Assistance																	0	
	5.11	Property Management																	0	
		TOTALS for Section 5		**0**						**8**									**8**	
6		**DETAILED DESIGN**																		
	6.01	Preliminary Bridge Plan																	0	
		Structure Justification Report																	0	
		Resolution & Response to Comments																	0	
	6.02	Advance Detail Plans (ADP)	6																6	2 Sets of the following:
		Title: 1													2				2	
		Typical Sections: 1		1						2	6				12				21	
		M&PT: 1		2						2	6				12				22	
		Construction Sign Text Data																	0	
		Temporary Traffic Signal Plans & Details:																	0	
		Maintenance Jurisdiction Table																	0	
		Miscellaneous Tables & Details 1									8				12				20	
		Plans: 1		2							12				16				30	
		Profiles: 1		1							4				8				13	
		Landscaping & Grading																	0	
		Sign Text Data:																	0	
		Intersection Plan:																	0	
		Erosion & Sediment Control Plan																	0	
		Bridge Plan 1		2						2		16			16				36	
		General Notes 1		1						2		4			4				11	
		Temporary Detour Structure Plan																	0	
		Existing Structure Removal Details 1		1								8			8				17	
		Excavation & Backfill 1		1						4		8			12				25	
		Abutment Plan, Elevation & Reinforcement 1		2						4		16			16				38	
		Pier Plan, Elevation & Reinforcement																	0	
		Abutment Plan, Elevation & Reinforcement 1		2						4		16			16				38	
		Miscellaneous Substructure 1		1						2		8			8				19	
		Superstructure Plan & Sections 1		2						8		16			16				42	
		Framing Plan & Beam Details 1		2								8			8				18	
		Deck Reinforcement Plan & Details 1		2								8			8				18	
		Haunch, Camber & Moment Tables																	0	
		Miscellaneous Superstructure Details																	0	
		Approach Slab Details 1		2								8			8				18	
		Bearing Replacement Details 1		2								8			8				18	
		Joint System Plan & Sections																	0	
		Railing Layout 1								5		4			8				17	
		Railing Details 3								1		4			8				13	
		Structural Slab (Optional Forming System)																	0	
		Bar Bending Diagrams & Lists																	0	
		Templated Cross Sections: 8								2					8				10	25 ft intervals = 16 cross sections @ 3 per sheet @ 1":10' scale = 8
	6.03	Contract Documents.								4		8					2	2	16	2 Copies to the County for Review
	6.04	Cost Estimate																		
		Initial Estimate:		2						8		32							42	
		Updates (Each): 1		1						4		4							9	
	6.05	Utilities		2								8							10	
	6.06	Railroads																		
	6.07	Bridge Inventory & Load Rating Forms										4							4	
	6.08	Information Transfer													4				4	Submit original Contract Documents and Drawings to the County.
		TOTALS for Section 6	**6**	**31**						**54**	**36**	**188**			**218**		**2**	**2**	**537**	

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Round Lake Road over Long Lake Bridge Replacement (BIN 2205740)

PIN 2754.66

SECTION	TASK	DESCRIPTION	Principal	Sr. Managing Engineer	Managing Engineer	Construction Manager	Sr.Project Engineer	Project Engineer	Managing Environmental Scientist	Project Manager	Engineer III	Engineer II	Engineer I	Enviromental Scientist III	Principal Engineering Technician	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
7		**ADVERTISEMENT, BID OPENING and AWARD**																		
	7.01	Advertisement		2								4							6	
	7.02	Bid Opening (Letting)	1									8							9	Attend opening and prepare bid tabulation.
	7.03	Award	1									8							9	Bid review & analysis.
		TOTALS for Section 7	**2**	**2**								**20**							**24**	
8		**CONSTRUCTION SUPPORT**																		
	8.01	Construction Support		4								8							12	On-site field reconnaissance. Prepare field change sheets.(Assume 1 site visits req'd.)
		Pre-Construction Meeting		4								8							12	
		Evaluation of proposed changes.	2	4								12							18	
		Review shop drawings and submittals		4								24							28	
		As-Built Drawings										2			8					
		Level 1 Load Rating		1								8							9	
		TOTALS for Section 8	**2**	**17**								**62**			**8**				**89**	
9		**CONSTRUCTION INSPECTION**																		
	9.01	Equipment																	0	
	9.02	Inspection. Number of weeks :																	0	
		TOTALS for Section 9																	**0**	

ATTACHMENT C
Architectural/ Engineering Consultant Contract

Staffing Rates, Hours,
Reimbursables and Fees

BARTON & LOGUIDICE, D.P.C.
PIN 2754.66
Round Lake Road over Long Lake Bridge Replacement (BIN 2205740)

CONTENTS

Exhibit	Description
A-1	SALARY SCHEDULE
A-2	STAFFING TABLE
B-1	DIR. NON-SAL. COST
C	SUMMARY

Exhibit A, Page 1
Salary Schedule

BARTON & LOGUIDICE, D.P.C.
PIN 2754.66

JOB TITLE	ASCE (A) OR NICET (N) GRADE		AVERAGE HOURLY RATES 2022	MAXIMUM HOURLY RATES 2022	OVERTIME CATEGORY
Principal	IX	(A)	$ 82.62	$ 82.62	A
Senior Vice President	IX	(A)	$ 82.62	$ 82.62	A
Vice President	IX	(A)	$ 82.62	$ 82.62	A
Associate	VIII	(A)	$ 68.45	$ 74.52	A
Associate Vice President	VIII	(A)	$ 53.46	$ 53.46	A
Senior Environmental Consultant	VII	(A)	$ 64.80	$ 64.80	B
Senior Managing Engineer	VII	(A)	$ 63.58	$ 68.80	B
Senior Managing Hydrogeologist	VII	(A)	$ 63.18	$ 63.18	B
Senior Managing Industial Hygienist	VII	(A)	$ 50.65	$ 50.65	B
Senior Managing Landscape Architect	VII	(A)	$ 67.50	$ 77.76	B
Senior Project Manager	VII	(A)	$ 65.79	$ 68.85	B
Project Manager	VI	(A)	$ 49.95	$ 53.46	B
Managing Engineer	VI	(A)	$ 54.19	$ 57.24	B
Managing Landscape Architect	VI	(A)	$ 53.01	$ 61.29	B
Managing Land Use Planner	VI	(A)	$ 51.30	$ 51.30	B
Managing Hydrogeologist	VI	(A)	$ 51.84	$ 51.84	B
Construction Manager	VI	(A)	$ 44.28	$ 49.68	B
Senior Water Quality Scientist	V	(A)	$ 51.30	$ 51.30	B
Senior Projects Engineer	V	(A)	$ 49.06	$ 54.00	B
Senior Project Hydrogeologist	V	(A)	$ 54.81	$ 60.48	B
Senior Project Engineer	V	(A)	$ 46.94	$ 56.16	B
Senior Project Landscape Architect	V	(A)	$ 41.04	$ 41.04	B
Managing Environmental Scientist	V	(A)	$ 49.41	$ 51.48	B
Senior Engineer	V	(A)	$ 43.36	$ 43.09	B
Senior Environmental Scientist	V	(A)	$ 33.24	$ 30.78	B
Project Engineer	IV	(A)	$ 43.39	$ 42.12	B
Project Environmental Scientist	IV	(A)	$ 36.98	$ 34.24	B
Intern Architect III	III	(A)	$ 33.24	$ 30.78	B
Engineer III	III	(A)	$ 38.49	$ 35.64	B
Project Landscape Architect	III	(A)	$ 36.16	$ 33.48	B
Project Land Use Planner	III	(A)	$ 32.40	$ 32.40	B
Environmental Scientist III	III	(A)	$ 25.38	$ 25.92	B
Industrial Hygienist III	III	(A)	$ 31.64	$ 31.64	B
Assistant Landscape Architect II	II	(A)	$ 27.54	$ 27.54	B
Engineering Designer I	II	(A)	$ 41.26	$ 42.77	B
Industrial Hygienist II	II	(A)	$ 21.60	$ 21.60	B
Engineer II	II	(A)	$ 33.06	$ 36.18	B
Land Use Planner II	II	(A)	$ 27.00	$ 27.00	B
Hydrogeologist II	II	(A)	$ 24.84	$ 24.84	B
Engineer I	I	(A)	$ 31.46	$ 33.48	B
Environmental Scientist II	I	(A)	$ 23.33	$ 23.33	B
Environmental Scientist I	I	(A)	$ 21.60	$ 21.60	B
Resident Engineer	IV	(N)	$ 46.18	$ 62.26	C
Principal Engineering Technician	IV	(N)	$ 40.69	$ 42.66	C
Engineering Technician	IV	(N)	$ 34.02	$ 34.02	C
Senior Inspector	III	(N)	$ 38.71	$ 47.74	C
CAD Technician	II	(N)	$ 24.52	$ 24.52	C
Field Technician	I	(N)	$ 20.36	$ 20.36	C
Engineering Aide	I	(N)	$ 32.56	$ 32.56	C
Contract Administrator	N/A		$ 30.35	$ 31.43	C
Senior Group Technical Assistant	N/A		$ 24.30	$ 26.46	C
Group Technical Assistant	N/A		$ 17.55	$ 20.79	C
Intern	N/A		$ 16.20	$ 16.20	C

NOTES:

OVERTIME POLICY

Category A - No overtime compensation
Category B - Overtime compensated at straight time rate
Category C - Overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week

Exhibit A, Page 2
Staffing Table
--- ---
BARTON & LOGUIDICE, D.P.C.
PIN 2754.66

JOB TITLE	ASCE (A) OR NICET (N) GRADE	SECTIONS 1	2	3	4	5	6	7	8	TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
Principal	IX	6		4			6	2	2	20	$82.62	$1,652.40
Senior Managing Engineer	VII	32	6	20	4	0	31	2	17	112	$63.58	7,120.96
Managing Engineer	VI				2					2	$54.19	108.38
Construction Manager	VI									0	$44.28	0.00
Senior Project Engineer	V									0	$46.94	0.00
Project Engineer	IV									0	$43.39	0.00
Project Environmental Scientist	IV				17					17	$36.98	628.66
Project Manager	VI	4	4	38		8	54			108	$49.95	5,394.60
Engineer III	III						36			36	$38.49	1,385.64
Engineer II	II	8	39	112	10		188	20	62	439	$33.06	14,513.34
Engineer I	I									0	$31.46	0.00
Environmental Scientist III	III				58					58	$25.38	1,472.04
Principal Engineering Technician	IV		4	54			218		8	284	$40.69	11,555.96
Engineering Technician	IV									0	$34.02	0.00
Engineering Aide	I			4			2			6	$32.56	195.36
Senior Group Technical Assistant	N/A	4	1	9	5		2			21	$24.30	510.30
	TOTAL	54	54	241	96	8	537	24	89	1103		$44,537.64

Exhibit B, Page 1
Estimate of Direct Non-Salary Cost

BARTON & LOGUIDICE, D.P.C.
PIN 2754.66

1. Travel, Lodging and Subsistence

Trips to	trips	miles per						
Site/County	4	100	miles/trip		400			
Miscellaneous					500			
		Total Mileage			900	@	$0.58	$522.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE **$522**

2. Reproduction, Drawings & Report

		Sheets	Set		
Design Report					
Pre-Draft thru Final	0.10	200	10		$200.00
Brochure/Handout	0.10	2	30		6.00
Miscellaneous	0.05	2000	1		100.00
Plans/Cross-Sections	0.10	20	5		10.00
Prints	0.20	20	15		60.00

TOTAL DRAWING, REPORT, REPRODUCTION **$376**

3. Environmental Screenings/Reports **$500**

4. Mail, Postage & Shipping **$100**

5. Bid Advertisement **$50**

6. Subcontractor for Borings (Estimated 4 Borings) **$24,000**

7. Subcontractor for Survey **$30,000**

8. Subcontractor for ROW (Assume 2 Takings) **$25,000**

Direct Non-Salary Cost **$1,548**
Direct Non-Salary Cost (Subcontractors) **$24,000**
Direct Non-Salary Cost (Subconsultants) **$55,000**

TOTAL DIRECT NON - SALARY COST **$80,548**

Exhibit C
Summary

BARTON & LOGUIDICE, D.P.C.
PIN 2754.66

	TOTAL
Item IA, Direct Technical Salaries (estimated) subject to audit	$44,538
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	$0
Item II, Direct Non-Salary Cost (estimated) subject to audit	$1,548
Item II Direct Non-Salary Cost (estimated) subject to audit Subcontractor Cost	$24,000
Item II Direct Non-Salary Cost (estimated) subject to audit Subconsultant Cost	$55,000
Item III, Overhead (estimated) subject to audit) (@ 172% Office Rate)	$76,605
Item IV, Fixed Fee (negotiated)	$12,100
TOTAL ESTIMATED CONSULTANT COST	$213,800
MAXIMUM AMOUNT PAYABLE	$214,000

Contract No. XXXXXX

Change Order No. 1

Effective Date XXXXXX

CHANGE ORDER

This Change Order modifies the Agreement entered into on the X day of XXXXXX, between Oneida County ("COUNTY") and XXXXXXXXXXX ("CONTRACTOR"), as follows:

1. **Change in Services**:

TBD

2. **Change in time of Performance** (attach schedule if appropriate):

TBD

3. **Change in CONTRACTOR's Compensation**:

TBD

All other terms and conditions remain unchanged.

COUNTY

Anthony J. Picente, Jr.
Oneida County Executive

Date

CONTRACTOR

Contractor's Authorized Representative
Title

Date

Approved

Andrew Dean, Esq.
Assistant County Attorney

BARTO-4 OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Matthew R. Mullard 781-245-5400	CONTACT NAME: PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS: smiller@poole-ny.com
INSURED Barton & Loguidice, D.P.C. 443 Electronics Parkway Liverpool, NY 13088	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire Ins. Co. — 20478 INSURER B : Valley Forge Insurance Company — 20508 INSURER C : Continental Insurance Company — 35289 INSURER D : Berkley Insurance Company — 32603 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Cross-Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	6017222821	04/24/2022	04/24/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	6017222852	04/24/2022	04/24/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10000	X	X	6017222849	04/24/2022	04/24/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	617222835	04/24/2022	04/24/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Prof. Liability PollutionLiability			AEC-9056833-04	07/20/2022	07/20/2023	PER CLAIM AGGREGATE	5,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The above listed policies include 30-day notice of cancellation & waiver of subrogation. Blanket additional insured on a primary & non contributory basis is included under general, auto and umbrella policies. Umbrella follows form on 30-day notice of cancellation

CERTIFICATE HOLDER

COONEID

Oneida County
800 Park Ave.
Utica, NY 13501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew Mullard

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ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

March 28, 2023

FN 20 23-148

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

The New York State Department of Transportation (NYSDOT) is assisting Oneida County for the Replacement of the Gridley Paige Road Bridge over Big Creek in the Town of Marshall has been added to the State Transportation Improvement Plan. Eligible project expenditures qualify for 80% Federal aid and 15% State aid. The balance remaining is paid by local funds. The subject bridge is owned by the Town of Marshall.

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County has agreed to act as project sponsor. An Inter-municipal agreement between Oneida County and the Town of Marshall has been executed establishing the Town's responsibility for 100% of any local and/or unfunded expense.

The enclosed Federal aid Local Project Agreement will allow Oneida County to be reimbursed up to $134,400.00 in Federal and State Marcheselli funds for preliminary engineering and design services as eligible expenditures are made per Schedule A of the agreement. The Town of Marshall would be responsible for 100% of the local matching share, currently estimated to be $6,720.00.

If acceptable, please forward the enclosed Federal aid Local Project Agreement to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

RECEIVED
APR 04 2023

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-29-23

Oneida Co. Department: Public Works

Competing Proposal ____
Only Respondent ____
Sole Source RFP ____
Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: New York State Department of Transportation
50 Wolf Road
Albany, NY 12232

Title of Activity or Service: Grant

Proposed Dates of Operation: 09/13/2022 – 09/30/2027

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: The enclosed grant agreement funds the preliminary engineering and design services for the replacement of the Gridley Paige Road Bridge over Big Creek, Town of Marshall following Locally Administered Federal Aid Projects.

Replacement of the Gridley Paige Road Bridge has been added to the State Transportation Improvement Plan. Eligible project expenditures qualify for 80% Federal aid and 15% State aid. The balance remaining is paid by local funds and will be the responsibility of the Town of Marshall, which owns the bridge.

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County has agreed to act as project sponsor. An Inter-municipal agreement between Oneida County and the Town of Marshall has been executed establishing the Town's responsibility for 100% of any local and/or unfunded expense.

The enclosed Federal aid Local Project Agreement will allow Oneida County to be reimbursed up to $134,400.00 in Federal and State Marchiselli funds for preliminary engineering and design services as eligible expenditures which are made per Schedule A of the agreement. The Town of Marshall would be responsible for 100% of the local matching share, currently estimated to be $6,720.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

Account #:	H569
Total Funding Requested:	$134,400.00
Oneida County Dept. Funding Recommendation:	$134,400.00

Proposed Funding Sources	
Federal:	$107,520.00
New York State:	$20,160.00
County:	$0.00
Town of Marshall:	$6,720.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D040741**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the ***County of Oneida*** (the "Municipality/Sponsor")
acting by and through ***Chairman, Board of Supervisors***
with its office at ***800 Park Avenue, Utica 13501.***

This Agreement covers eligible costs incurred on or after **9/13/2022**.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as ***Bridge Replacement of Gridley Paige Road over Big Creek (BIN 2205850) Town of Marshall, Oneida County.*** (as more specifically described in such Schedule A, the "Project").

W I T N E S S E T H:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the ***County Executive*** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance*. Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through

NYSDOT's web site at https://www.dot.ny.gov/plafap, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under $5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 Marchiselli Extended Records Retention Requirements.

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

(a) the amount stated in Schedule A for the Federal Share; or
(b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation 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 organizational and financial capacity.

8.4 The Commissioner of Transportation 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 he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation 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.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage,

Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 ***Time is of the essence (Bridge NY Projects).*** **The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and

the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
(a) Via 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.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)
Name: ***Jim McLaughlin***
Title: ***Project Manager***

Address: ***Planning and Program Management Group, 13th Floor, Utica State Office Building, 207 Genesee Street, Utica, NY 13501***
Telephone Number: ***315-793-2450***
Facsimile Number: ***315-793-2719***
E-Mail Address: ***jim.mclaughlin@dot.ny.gov***

[Municipality/Sponsor] ***Oneida County***
Name: ***Mr. Mark Laramie***
Title: ***DPW Commissioner***
Address: ***5999 Judd Road, Oriskany, NY 13424***
Telephone Number: ***315-793-6228***
Facsimile Number: ***315-768-6299***
E-Mail Address: ***mlaramie@ocgov.net***

17.2 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. 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 receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State

procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT Electronic Payment Guidelines website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-

approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

By:_____

Print Name:_____

Title:_____

MUNICIPALITY/SPONSOR ATTORNEY:

By:_____

Print Name:_____

STATE OF NEW YORK)
)ss.:
COUNTY OF ***Oneida***)

On this _____ day of _____, 20___ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

_____
Notary Public

APPROVED FOR NYSDOT:

By:_____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date:_____

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By:_____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By:_____
For the New York State Comptroller
Pursuant to State Finance Law §112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.76

OSC Contract #: D040741

Contract Start Date: 9/13/2022 (mm/dd/yyyy) **Contract End Date:** 9/30/2027 (mm/dd/yyyy)
☐ *Check, if date changed from the last Schedule A*

Purpose: ☒ Original Standard Agreement ☐ Supplemental Schedule A No.

Agreement Type: ☒ Locally Administered
Municipality/Sponsor (Contract Payee): County of Oneida
Other Municipality/Sponsor (if applicable):

☐ State Administered
List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share

Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☐ ROW Acquisition ☐ Construction/CI/CS

Work Type: BR REPLACE
County (If different from Municipality):

(Check, if Project Description has changed from last Schedule A): ☐
Project Description: Bridge Replacement of Gridley Paige Road over Big Creek (BIN 2205850) Town of Marshall, Oneida County.

Marchiselli Eligible ☒ Yes ☐ No

A. Summary of Participating Costs FOR ALL PHASES
For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.76.121	Current	STP (80%)	$129,400.00	$103,520.00	$19,410.00	$6,470.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
2754.76.221	Current	STP (80%)	$5,000.00	$4,000.00	$750.00	$250.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
TOTAL CURRENT COSTS:			$134,400.00	$107,520.00	$20,160.00	$6,720.00	$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 2754.76

B. Local Deposit(s) from Section A:	$ 0.00
Additional Local Deposit(s)	$0.00
Total Local Deposit(s)	$ 0.00

C. Total Project Costs *All totals will calculate automatically.*

Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
$107,520.00	$20,160.00	$6,720.00	$134,400.00
		Total FEDERAL Cost	$107,520.00
		Total STATE Cost	$20,160.00
		SFS TOTAL CONTRACT AMOUNT	$127,680.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: Jim McLaughlin Phone No: 315-793-2648

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See LPB's SharePoint for link to sample footnotes)

- Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.
- This agreement only contains scoping and preliminary design, additional detail design funding will be added at design approval.
-
-
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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Scoping: Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☒
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☒
3. Smart Growth Attestation (NYSDOT ONLY).	☒	☐
4. Preliminary Design: Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. Detailed Design: Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒

A2. Right-of-Way (ROW) Incidentals

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☒
2. ROW mapping and any necessary ROW relocation plans.	☐	☒
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☒
4. Secure Appraisals.	☐	☒
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☒

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including *de minimis* determination, as may be applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**	☐	☒
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	☐	☒

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**	☐	☒
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	☐	☒
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	☐	☒
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	☐	☒
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	☐	☒
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	☐	☒
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	☐	☒

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☒
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☒
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☒
4. Compile and submit Contract Award Documentation Package.	☐	☒
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☒
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☒
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☒
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☐
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☒
9. Administer construction contract, including the review and approval of all contactor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☒
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☒
11. Administer all construction contract claims, disputes or litigation.	☐	☒

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	☐	☒
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	☐	☒

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

October 2019

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SAMPLE RESOLUTIONS

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER:_____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the _____ _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of ____% Federal funds and ____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____ _____.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of

Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

SAMPLE RESOLUTION BY MUNICIPALITY
(NYSDOT Administered Project)
RESOLUTION NUMBER:_____

Authorizing the implementation and funding of a State "Marchiselli" Program-aid eligible transportation federal-aid project, to fully fund the local share of federal- and state-aid eligible and ineligible project costs and appropriating funds therefore.

WHEREAS, a Project for the _____ _____, P.I.N. _____ (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of ____% Federal funds and ____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____ work for the Project or portions thereof, with the federal share of such costs to be applied directly by the New York State Department of Transportation ("NYSDOT") pursuant to Agreement; and it is further

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the Project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance the full non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____[or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the non-federal share of the costs of the project exceed the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

FN 20 23 - 149

PUBLIC WORKS

WAYS & MEANS

March 28, 2023

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Re: H-473 Union Station Platform Lighting & Shore Power
Contract Number 175470 (amending 074825 (as Extended by 96057))
Multi-Modal Program Capital Project Agreement

Dear County Executive Picente,

New York State awarded Oneida County a Multi-Modal Capital Project grant in the amount of $250,000.00 for improvements to Union Station. Proposed improvements included shore power extension for Adirondack Scenic Railroad locomotives and coaches, structural concrete repairs, lighting upgrades, and window repairs.

The original contract expired on December 31, 2019, prior to the work being completed, due to the COVID-19 Pandemic shutdown of services. It was extended by Contract 96057 through the end of 2021, but again requires extension. As such, New York State has agreed to a new end date of December 31, 2026, to utilize the remaining funds in the amount of $54,393.87 for the construction and installation of the improvements. No other material changes to the original agreement are included.

When the enclosed Multi-Modal Program Capital Project Agreement is fully executed, Oneida County can be reimbursed up to $54,393.87 as expenditures are made for the improvements.

If acceptable, please forward the above contract to the Oneida County Board of Legislators for consideration and approval.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

RECEIVED
APR 04 2023

cc: Nicholas P. DiGennaro, P.E., CFM, Deputy Commissioner – Division of Engineering

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-29-23

Oneida County Department: Public Works

Competing Proposal	
Only Respondent	
Sole Source RFP	
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	New York State Department of Transportation 50 Wolf Road Albany, NY 12232
Title of Activity of Service:	Multi-Modal Program Capital Project Agreement
Proposed Dates of Operation:	08/15/2019 – 12/31/2026
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

New York State awarded Oneida County a Multi-Modal Capital Project grant in 2019 in the amount of $250,000.00 for improvements to Union Station. Proposed improvements included shore power extension for Adirondack Scenic Railroad locomotives and coaches, structural concrete repairs, lighting upgrades, and window repairs.

This agreement extends the project ending date to December 31, 2026, for the remaining $54,393.87 of State Multi-Modal Funding

When the enclosed Multi-Modal Program Capital Project Agreement is fully executed, Oneida County can be reimbursed up to the remaining $54,393.87 as expenditures are made for the aforementioned improvements.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

	Account #:	H-473
	Total Funding Requested:	$54,393.87
	Oneida County Dept. Funding Recommendation:	$54,393.87
Proposed Funding Sources	**Federal:**	$0.00
	State:	$54,393.87
	County:	$0.00
	Other:	0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Master Municipal Multi-Modal (MM) Capital Project(s) Agreement

For Use Only with Municipally owned Highway, Bridge, or Aviation projects where a State Comptroller (OSC) approved contract is required
[Note: A separate contract is required for each individual Multi-Modal Program source]

NYS COMPTROLLER'S CONTRACT NO. D040723

THIS AGREEMENT is made by and between:

the New York State Department of Transportation ("**NYSDOT**"), having its principal office at 50 Wolf Road, Albany, New York 12232
and

the County of Oneida, through its Department of Public Works (the "**Sponsor**"),

with offices at 5999 Judd Road, Oriskany NY13424.

THIS AGREEMENT provides for the reimbursement of costs incurred by the municipality for the construction, reconstruction, improvement, reconditioning and preservation of a project or projects included in Schedule A or Supplements to Schedule A within the Multi-Modal Programs, consisting of one or more County, Town, City, and Village road, highway, parkway, bridge or aviation capital project or projects, as described for the purposes of this agreement in Schedule A or Supplements to Schedule A hereof (the "Project"). The amount of NYSDOT's funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A.

WITNESSETH:

WHEREAS, section 14-k of the Transportation Law establishes the Multi-Modal (MM) Programs that may fund eligible project costs through the bond funding (as applicable) for capital projects approved by the Commissioner of Transportation, and

WHEREAS, pursuant to Legislative appropriation or authorization for capital projects, that MM funding of the Project(s) herein is authorized and, the Sponsor certifies to NYSDOT that:
(1) the service life of each individual Project is ten (10) or more years, regardless of mode; and
(2) for highway and bridge mode projects, (a) MM program funding is not used for the mandated non-Federal matching share of a Federally funded project; (b) the amount of MM funds requested is and shall be no greater than prior unreimbursed municipal project expenditures for work completed or materials incorporated in a qualifying project(s); and (c) the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the MM program funding; and (3) for any airport or aviation facility type, the sponsor must certify that Federal funding is not available to the project, but that the project is consistent with an approved Airport Layout Plan.

NOW THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

   - Agreement Form - this document titled Master Municipal Multi-Modal Capital Project(s) Agreement is for Use Only with Municipally owned Highway, Bridge, or Aviation projects

where a State Comptroller-approved contract is required.

- Multi-Modal Program Schedule "A" - Detailed individual Project Description(s) and Funding.
- Appendix "A" - New York State Required Contract Provisions.
- Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act).
- Appendix B – Minority and Women-Owned Business Enterprises (MWBE)-Service Disabled Veteran Owned Businesses (SDVOB) and Equal Employment Opportunity (EEO) Policy Statement

2. *Work, Maintenance & Operation.* Sponsor shall render all services and furnish all materials and equipment necessary to complete the Project or projects described in Schedule(s) A or Supplements to Schedule A and shall fund all costs attendant to such completion. The work of the Project or projects may consist generally of the categories of work described in Schedule A or one or more Supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the execution of such Schedules A or Supplements to Schedule A for the purposes of conforming to New York State requirements. Upon Project completion, Sponsor will operate and maintain the Project(s) at no expense to NYSDOT and Sponsor will not dispose of or encumber the Project(s) or cause the Project(s) to be withdrawn from public service during its useful service life without the prior approval of NYSDOT.

3. *Multi-Modal (MM) Funding Reimbursement of Eligible Project Costs.* Subject to compliance with this Agreement, NYSDOT agrees to reimburse eligible project costs in accordance with, and not to exceed amounts identified in, Schedule A or Supplements to Schedule A. MM program funding shall be used solely for the payment of Eligible Costs the Sponsor actually incurs in performing the Project. **Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed.** To be eligible for MM aid, "Eligible Project Costs" must: (a) be eligible pursuant to §3.1 below and such other MM program Policies and Criteria as are established by NYSDOT including but not limited to NYSDOT's MM Program Guidelines criteria; and, (b) be for work which, when completed, has a certifiable service life of at least 10 years; and, (c) **must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund Multi-Modal projects.**

3.1. *Eligible Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

3.2. *Sponsor Debt Service.* Multi Modal program funds shall not be used to pay a Sponsor for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a Sponsor for payments of the principal portion of a local bond or note which a Sponsor might issue to pay for the construction of a capital project.

4. *Payment.* Payments hereunder shall be as follows:

4.1. *Payment Upon Completion.* **The State has no obligation to make payment until all required approvals, including the approval of the Attorney General and State Comptroller, have been obtained.** Except where §4.2 applies, payment to Sponsor shall be made upon the application of Sponsor to NYSDOT upon Project completion, on the basis of work accomplished, local expenditures made, and the submission of duly completed payment requests and certifications in a form approved by NYSDOT, including such information as NYSDOT deems necessary to assure compliance with the program requirements and this Agreement.

4.2. *Periodic Reimbursement.* If the Sponsor and NYSDOT find it desirable to have reimbursement made periodically in accordance with a payment cycle established by NYSDOT and the Sponsor, NYSDOT may authorize payments based on billings prepared by the Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project or projects, with applicable adjustments to be made after audit by NYSDOT. These payments shall be made as moneys become available therefor.

4.3. *Certifications.* In addition to the certifications on Page 1 of this contract, the Sponsor shall also certify in each payment request that individual Project work was performed in accordance with the design and contractual requirements of Sponsor and Sponsor's design professional, and that such request does not duplicate reimbursement of costs and services received from other sources. Such certification by the project sponsor shall include the responsibility to furnish the Commissioner with any written information as may be necessary to maintain, if applicable, the federal tax exempt status of bonds, notes, or other obligations issued for such purposes.

4.4 *Electronic Contract Payments*. Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by E-mail at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional NYSDOT Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

5. *Ethics Considerations.* In addition to Sponsor's conforming with the applicable provisions of Public Officers Law '73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law '806 (Code of Ethics) as related to the expenditure of the MM Funding made hereunder, no member of Sponsor's governing body, its officers or employees, nor any member of their families shall benefit financially either directly or indirectly from the MM Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval thereof from NYSDOT.

6. *NYSDOT Performance Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project or projects and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project or projects, its use and operation.

7. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Sponsor any monies paid to the Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for funding hereunder.

8. *Contract Executory.*

8.1. This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.

8.2. This agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted. Sponsor's continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

9. *Sponsor Liability.*

9.1. Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection with this Agreement. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character

necessary to qualify them individually for the particular duties they perform.

9.2. The Sponsor shall indemnify and save harmless NYSDOT and the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards & resulting in obvious or patent errors in the progression of its work.

10. *No Assignment or Transfer of Contract.* Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

11. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

12. *Disqualification and Damages.* If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2 and 10, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.

13. *Term of Agreement.* The Project and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall only remain in effect so long as Multi-Modal funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted.

14. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.

15. Appendix A, standard provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

16. *Compliance with legal requirements.* Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:

16.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business. The Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-Owned Business Enterprises-Service Disabled Veteran Owned Businesses – Equal Employment Opportunity Policy Statement". Sponsor's failure, to comply with Article 15-A and Article 17-B requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.

16.2 *New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act,* including providing true, timely and accurate application information related to the project to ensure compliance with the Act.

16.3 *New York Transportation Law, Section 427, Equal Employment Opportunity program*, including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement as provided in "Appendix B – MWBE-SDVOB and EEO Policy Statements".

17. *Compliance with procedural requirements.* Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements.

18. *Notice Requirements.*

18.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via 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.

18.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.

18.3 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.

18.4 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 receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and Sponsor has caused this Agreement to be signed by its duly authorized officer.

Sponsor:

BY: _____
TITLE: _____
DATE: _____

New York State Department of Transportation:

BY: _____
for the Commissioner of Transportation
Agency Certification: In addition to the acceptance of this contract, I also certify the original copies of this signature page will be attached to all other exact copies of this contract.
DATE: _____

Sponsor ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF _____)

On this _____ day of _____in the year 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, acknowledged to me that he/she is the _____ of the _____, executed such instrument in his/her capacity pursuant to authority duly vested in him/her by _____ and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

_____
Notary Public

APPROVED AS TO FORM:

BY:

_____
New York State Attorney General

APPROVED:

BY:

_____
For the State Comptroller pursuant
to Section 112, State Finance Law

Master Municipal MULTI-MODAL Program SCHEDULE A

(This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist)

1. **Name of Municipal Project Owner:** **Oneida County, on behalf of its DPW**

2. **Project Title:** Union Station Improvements.

3. **MM Project ID#: 2MA319.30A** **MM Program ID (MM#2, MM#3, or MM#4?): MM#4**

4. **Maximum MM Project Reimbursement (under this Agreement):** $54,393.87

5. **MASTER Municipal MM OSC Contract #:** D040723

6. **Municipal Contact:**

   Name/Title: Nicholas DiGennaro, PE, CFM, Deputy Commissioner
   Organization: Oneida County DPW
   Address: 5999 Judd Road
   City/State/Zip: Oriskany, NY 13424

7. **Project Location:** 321 Main Street Utica, NY 13501 Route/Name:

   From: To:

8. **Project Description/Scope: Improvements include structural concrete repairs, exterior window replacement, passenger platform lighting upgrades, shore power extension for ASR and passenger boarding improvements.**

9. **Project Schedule Beginning Date: 8/15/2019** **Project Ending Date: 12/31/2026**

10. **Project Cost Summary:**

SUMMARY COST TOTAL:	State Multi-Modal Funding under this Schedule A	Local Funding (Insert Zero if None)
$54,393.87	$54,393.87	$0

11. **Eligible Project Type:** (Please check one)

__ Highway Resurfacing __ Bridge Rehabilitation __ New Highway Construction __ New Bridge Construction

__ Highway Reconstruction __ Bridge Replacement __ Interchange Const.\Reconstruction __ Intersection Improvement

__ Aviation (Is this project consistent with an approved Airport Layout Plan)? ___ Yes ___No

X Other (Please explain): Rail Station Improvements

12. **Signature of responsible Local Official: _____ Date: _____**

13. **Please print your Name & Title here: Nicholas P. DiGennaro, PE, CFM**

14. **Please list your area code & phone number here: (315) 792-6233**

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor

Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or,

if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment

agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet

with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. 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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by
State Finance Law 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.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law 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.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB AND EEO POLICY STATEMENT

I, _____, the (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at _____.

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE/SDVOB 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, WBEs, and SDVOBs including solicitations to M/WBE and SDVOB contractor associations.
(2) Obtain a list of State-certified M/WBEs from https://ny.newnycontracts.com/ and solicit bids from them directly.
(3) Obtain a list of State certified SDVOBs from https://online.ogs.ny.gov/SDVOB/search and solicit bids from them directly.
(4) 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 and SDVOBs.
(5) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs/SDVOBs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
(6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
(7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE/SDVOB 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 Sponsor, 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) This organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. This organization 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.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service Disabled Veteran Owned Business Liaison responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE/SDVOB-EEO) program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # _____) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	12.00%	15.00%	6%
CC: Construction Consultants (Architectural/Engineering)	20.00%	9.00%	6%
CN: Construction	9.00%	13.00%	6%
SC: Services/Consultants (Non-Architectural/Engineering)	6.00%	13.00%	6%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan, as a result of programmatic analysis. The plans are available at: https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/20180502_MWBE_Goal_Plan.pdf and https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/SERVICE%20DISABLED%20VETERAN%20Master%20Goal%20Plan%202020-2021.pdf. In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

(1) the contract and subcontract scope(s) of work,
(2) the potential subcontract opportunities available in the prime contract,
(3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
(4) the number and types of certified minority-owned and women-owned business enterprises found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work,
(5) the geographic location of the contract performance,
(6) the extent to which geography is material to the performance of the contract,
(7) the ability of certified minority-owned and women-owned enterprises located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
(8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
(9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

APPENDIX B

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: https://www.dot.ny.gov/main/business-center/civil-rights/. Nothing stated within this, or associated, document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____ Title: _____

Name: _____ Date: _____

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

January 9, 2023

FN 20 23 - 150

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

The attached is an amended and restated grant agreement that will fund the replacement of various structures on Holman City Road (CR 2) and Church Road (CR 20), in the Town of Paris.

Oneida County has been awarded a State and Municipal (SAM) Facilities program grant amount of $365,500.00 towards the structure replacements.

The previously approved Grant Disbursement Agreement (GDA) expired on June 19, 2022 (Contract 82235). The project has not been completed and requires this Amended and Restated GDA for the County to be reimbursed for the project cost, up to the full amount of the agreement ($365,000.00).

DASNY is requesting completion and submittal of the enclosed Amended & Restated Grantee Disbursement Agreement (A&R GDA). Please consider at your earliest convenience, and if acceptable, forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner

cc: Nicholas P. DiGennaro, P.E., CFM, Deputy Commissioner

RECEIVED
APR 04 2023

...wed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-29-23

Oneida County Department: Public Works

Competing Proposal _____ Only Respondent _____ Sole Source RFP _____ Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Grants Administration DASNY 515 Broadway Albany, NY 12207
Title of Activity of Service:	Amended & Restated Grant Disbursement Agreement State and Municipal Facilities Program
Proposed Dates of Operation:	Start on Execution – 3 Years from DASNY Execution Date
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County has been awarded a State and Municipal (SAM) Facilities program grant to fund the reconstruction of five structures on Holman City Road and one structure on Church Road, all in the Town of Paris.

The previously approved Grant Disbursement Agreement (GDA) expired on June 19, 2022 (Contract 82235). The project has not been completed and requires this Amended and Restated GDA for the County to be reimbursed for the project cost, up to the full amount of the agreement ($365,500.00).

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

	Account #:	H-298
	Total Funding Requested:	$365,500.00
	Oneida County Dept. Funding Recommendation:	$365,500.00
Proposed Funding Sources	Federal:	$0.00
	State:	$365,500.00
	County:	$0.00
	Other:	$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

This **AMENDED AND RESTATED GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):	515 Broadway Albany, New York 12207 Contact: Karen Hunter Phone: (518) 257-3177 E-mail: grants@dasny.org
THE GRANTEE:	County of Oneida 800 Park Avenue Utica, New York 13501 Contact: Mark Laramie Phone: (315) 793-6236 Email: mlaramie@ocgov.net
THE PROJECT:	Design and Replacement of Culverts on Holman City Road and Church Road
PROJECT LOCATION(S):	**ADDRESS:**
County of Oneida	Various, Oneida, 13501
GRANT AMOUNT:	$365,500.00
	$0.00 Disbursed
	$365,500.00 Balance of Grant
FUNDING SOURCE:	State and Municipal Facilities Program("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE: 3/28/2016

EXPIRATION DATE OF THIS AGREEMENT: 3 YEARS FROM DASNY EXECUTION DATE

Project ID: 7382
GranteeID: 687
FMS#: 144667

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.

b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:

i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;

ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or

iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.

c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and

b) The requirements of the SAM Program have been met; and

c) The monies required to fund the Grant have been received by DASNY; and

d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.

e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.

f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (https://grantsmanagement.ny.gov/) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:

i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and

iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:

1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and

3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.

ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.

iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.

d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.

b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.

c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.

d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.

e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.

f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.

g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.

h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.

j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.

k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (https://grantsmanagement.ny.gov/).

m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.

n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.

o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.

p) The Grant shall not be used in any manner for any of the following purposes:

   i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

   ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;

   iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.

s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

a) Each of the following shall constitute a default by the Grantee under this Agreement:

i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.

ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.

iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.

iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.

vi. The Grantee abandons the Project prior to its completion.

vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.

c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

County of Oneida
Design and Replacement of Culverts on Holman City Road and Church Road
Project ID: 7382

This agreement is entered into as of the latest date written below:

GRANTEE: **County of Oneida**

_____

(**Signature of Grantee Authorized Officer**)

_____

(Printed Name and Title)

Date: _____

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

_____

(**Signature of DASNY Authorized Officer**)

_____

(Printed Name)

Date: _____

DASNY OFFICE USE ONLY	
GRANTS ADMIN REVIEW	**FINAL LEGAL REVIEW**
APPROVED FOR LEGAL REVIEW:	APPROVED FOR SIGNATURE:
DATE:	DATE:

AMENDED AND RESTATED GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

County of Oneida
Design and Replacement of Culverts on Holman City Road and Church Road
Project ID: 7382

USE OF FUNDS	TIMELINE		SOURCES			
	Anticipated Dates**		DASNY Share	In-Kind / Equity /Sponsor	Other Sources	Total
Project Description*	*Start*	*End*	*Amount*	*Amount*	*Amount*	
Design and Replacement of Culverts on Holman City Road and Church Road			$365,500.00			$365,500.00

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

Re: State and Municipal Facilities Program ("SAM") Grant
Design and Replacement of Culverts on Holman City Road and Church Road
Project ID: 7382

Ladies and Gentlemen:

I have acted as counsel to County of Oneida (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Amended and Restated Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

Approved – Legal Opinion attached

***Instructions – Grantee's Attorney will choose appropriate response . If **"Approved as to form"** is checked, the Attorney will DocuSign form. If **"Approved – Legal Opinion attached"** is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

1) You are acknowledging the following regarding the included Grantee Questionnaire:

   - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

   - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.

NEW YORK STATE OF OPPORTUNITY. | DASNY

DASNY OFFICE USE ONLY	
GQ Review	
DS VB	6/2/2022

Grant Programs
Municipal Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

1. Grantee (Legally Inc. Name): County of Oneida
2. Federal Employer ID No. (FEIN): 156000460
3. Website Address: ocgov.net
4. Business E-mail Address: ce@ocgov.net
5. Principal Place of Business Address: 800 Park Avenue, Utica, NY 13501
6. Telephone Number: 315-793-6236
7. Type of Entity (Please select appropriate response):

a) X County
b) City
c) Town
d) Village
e) Public Benefit Corporation
f) Fire District
g) School District
h) Soil or Water Conservation District
i) Community College
j) Public Library
k) BOCES
l) Other Please Specify: _____

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Municipal Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership of a Related Party.

2. "Authorized Officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.

3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.

4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
5. "Related Party" means: (i) the party's spouse,(ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.

6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes No x

   If answer is "**Yes**", Please explain:

2. Has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors to provide goods or services in connection with any Grant-Funded Project as a condition of receiving a Grant? Yes No x

If answer is "**Yes**", Please explain:

3. Does the Grantee have a conflict of interest policy? Yes x No

a) If **"Yes"**, will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's conflict of interest policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee's conflict of interest policy? Yes x No

If answer is "**No**", Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No x

If the answer is "**Yes**", please provide details:

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? *Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.* Yes x No

   If the answer is "**No**", will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant-Funded Project? If the answer is **"No"**, please explain: Yes No

2. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:

a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes No x

b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No x

c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No x

d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No x

e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes No x

f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No x

g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency? Yes No x

h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct? Yes No x

i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease? Yes No x

j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation? Yes No x

k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee? Yes No x

l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No x

m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws? Yes No x

n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- Unemployment insurance or workers' compensation coverage or claim requirements Yes No x
- A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? Yes No x

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? Yes No x

If "**Yes**", indicate the years the Grantee fails to file the requested information and the current status of the matter:

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No x

   If "**Yes**", please provide details and what has been done to rectify the weakness or non-compliance(s). If a Corrective Action Plan was required, please provide details:

CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to $10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by:
Nicholas DiGennaro
24F4578E89D44C2...
Signature of Authorized Officer

Nicholas DiGennaro
Printed Name of Authorized Officer

Deputy Commissioner - Division of Engineering
Title of Authorized Officer

6/1/2022
Date Signed

DocuSigned by:
Mark Laramie
7EE27D1D4A7940C...
Signature of Authorized Officer

Mark Laramie
Printed Name of Authorized Officer

Commissioner of Public works
Title of Authorized Officer

6/1/2022
Date Signed

EXHIBIT D: Disbursement Terms

County of Oneida
Design and Replacement of Culverts on Holman City Road and Church Road
Project ID: 7382

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation* ***do NOT*** *qualify as invoices*.

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

County of Oneida
Design and Replacement of Culverts on Holman City Road and Church Road
Project ID: 7382

For Office Use Only:
FMS#: 144667

Payment Request #

For work completed between ____/____/____ and ____/____/____

THIS REQUEST:

A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
$	$365,500.00			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of theCounty of Oneida, for Project #7382.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request #_____ attached hereto in the amount of $_____ for which County of Oneida, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and County of Oneida (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Amended and Restated Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of County of Oneida. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**

    - ☐ Readable copies of both front and back of canceled checks.
    - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
    - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
    - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
    - ☐ Other:

Authorized Officer Signature: _____ Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____ Date _____

Print Name: _____

Title: _____

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

Re: State and Municipal Facilities Program ("SAM") Grant
Design and Replacement of Culverts on Holman City Road and Church Road
Project No. 7382

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the Amended and Restated Grant Disbursement Agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR	
2) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the Amended & Restated Grant Disbursement Agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: ACCOUNT NAME: _____ ABA #:
OR	

3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the Amended and Restated Grant Disbursement Agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (___)_____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____ Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

County of Oneida
Design and Replacement of Culverts on Holman City Road and Church Road
Project ID: 7382

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:

   a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

   b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.

2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.

3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.

4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action
Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer ("AAO")
Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party
Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of $1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise ("MBE")
Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member
Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation
Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

(a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;

(b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;

(c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

(d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;

(e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;

(f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and

(g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

March 21, 2023

FN 20 23 - 151

AIRPORT

WAYS & MEANS

Gerald Fiorini, Chairman
Board of Legislators
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Board Chairman:

The Board of Legislators approved to amend the Airport Capital Project – Griffiss Airfield Skydome and approved a funding source. This Board Letter is to establish the movement of the funds from the General Fund to the Capital Fund and assure Skydome project completion.

I therefore request your Board's approval to of the following supplemental appropriation for 2022:

TO:

A9900 9901.105 Transfer to the Capital Account.....$ 307,000

This supplemental appropriation is fully supported by:

A599 Assigned Unappropriated Fund Balance.....$ 307,000

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget
Airport Comm

RECEIVED
MAR 22 2023

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

April 5, 2023

FN 2023-151

AIRPORT

WAYS & MEANS

Gerald Fiorini, Chairman
Board of Legislators
Oneida County
800 Park Avenue
Utica, NY 13501

Dear County Chairman:

The Airport Capital Project – Griffiss Airfield Skydome is entering the final phase of construction. The Board of Legislators voted to establish additional funding for this Capital Project on December 21, 2022 but did not approve a funding source. This Board Letter is to establish the funding source and assure Skydome project completion.

I therefore request your Board's approval to amend **Capital Project H-AIR - 066 Griffiss – Airfield Skydome**:

	Current	**Change**	**Proposed**
EPC – Energy Preform.	$ 550,000	$ 0	$ 550,000
NYS – ESD Grant	$ 9,000,000	$ 0	$ 9,000,000
NYS – SAM Grant	$ 450,000	$ 0	$ 450,000
Transfer General Fund	$ 0	$ 307,000	$ 307,000
Totals	$ 10,000,000	$ 307,000	$ 10.307,000

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget
Airport Comm

Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE JR.
County Executive

EDWARD A. ARCURI
Commissioner of Aviation

FN 20 22 -371

November 1, 2022

AIRPORT

WAYS & MEANS

Anthony J. Picente, Jr
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Re: Construction Observation and Administration & Design Skydome

Dear County Executive Picente,

Please consider acceptance the attached amendment to a consultant agreement with C&S Engineers. The cost of the original agreement was $1,209,410.00. This amendment raises the total cost to $1,511,250.00, reflecting an increase of $301,840.00. The original agreement was executed on or about August 23, 2020. The additional costs have arisen due to construction delays caused by third-party testing and the COVID pandemic.

The project generally includes the full time construction administration & observation of Skydome construction.

If you concur with this amendment, please forward to the Board of Legislators for consideration at their next meeting.

Thank you for your assistance in this matter.

Edward A. Arcuri
Commissioner of Aviation

RECEIVED
NOV 08 2022

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 11-8-22

19

8. Approval of an agreement between Dan Carroll and Oneida County for Professional Consulting Services. The Division of Buildings and Grounds is currently updating the County's evacuation policy and evacuation plans for each building. Dan Carroll offers the expertise needed that is beyond what is available in-house, to verify the modified policy and plans comply with current codes. He is an expert in the areas of building and fire codes and as a former County Safety Officer, uniquely qualified to provide required services. Contract term shall be one (1) year, beginning upon execution, with a not-to-exceed fee of $20,000.00 billed at a rate of $80.00/hour. Upon recommendation of Patrick Cassidy and Al Barbato.
A1620.4951

9. Approval of a supplemental agreement in the amount of $301,840.00 with C & S Engineers to provide professional services in accordance with their master agreement (Contract #130367). Scope of services are to include additional testing, meetings and inspections at Hangar Building #100, West Hangar Bay Skydome, with work to be completed by 7/15/2022. The original contract amount was $1,209,410.00. Proposed contract to date is $1,511,250.00. Upon recommendation of Edward Arcuri.

10. Award Bid Reference #2185 for Stokes-Lee Center Road Culvert Replacements, Town of Lee (Contract #H2253603). On June 17, 2022, bids were opened for Bid Reference #2185. Oneida County received bids from multiple vendors which were analyzed for accuracy and all computations verified. An award to the lowest possible responsive bidder, Central Paving, Inc., for a Gross Sum Bid amount of $398,165.00 is recommended. Upon recommendation of Nicholas DiGennaro, P.E., CFM and Al Barbato.
H-546

Motion to Adjourn: Mr. Laramie Second By: Mr. Fiorini

Submitted by

Mark E. Laramie, P.E., Secretary
Board of Acquisition and Contract

Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE
County Executive

EDWARD A, ARCURI
Commissioner of Aviation

March 23, 2023

FN 20 23 - 157

AIRPORT

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

RE: Lease Agreement - Right Brother Aviation LLC -- Hangar Space in Nose Dock 783

Dear County Executive Picente:

Please consider acceptance of this Lease Agreement between Griffiss International Airport and Right Brother Aviation, Inc.

The lease agreement shall be for a period of one year commencing on January 1, 2023 and ending on December 31, 2023. Following the expiration of the initial term, each year for four (4) consecutive years, this Lease Agreement will automatically be renewed unless sooner terminated. A three percent escalator will be applied annually. The revenue for the initial term of this lease is $25,080.00.

If you concur with this lease agreement, please forward to the Board of Legislators for further consideration.

Sincerely,

Edward A. Arcuri
Commissioner of Aviation

RECEIVED
MAR 27 2023

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 3-27-23

EAA/rae

Oneida Co. Department: Airport

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name & Address of Vendor: Right Brother Aviation LLC
12100 Allen Road
Chaffee, New York 14030

Title of Activity or Service: Lease

Proposed Dates of Operation: January 1, 2022 to December 31, 2023 (Initial Term)

Client Population/Number to be Served: N/A

Summary Statements
1) Narrative Description of Proposed Services: This is a lease agreement for 900 ± square feet of office space and 2,975 ± square feet of hangar space in Nose Dock 783. The initial term is for one year, with four optional renewal terms. A three percent escalator will be applied annually during the four renewal terms.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: N/A -Revenue **Account #:**

Oneida County Dept. Funding Recommendation: $25,080.00 in revenue for the initial term.

Proposed Funding Sources (Federal $/ State $/County $): N/A

Mandated/Not Mandated: **Not Mandated**

Past Performance Data: None

O.C. Department Staff Comments:

Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

EDWARD A. ARCURI
Commissioner of Aviation

LEASE AGREEMENT

This LEASE AGREEMENT (hereafter referred to as the "Lease Agreement") is made and entered into this _____ day of _____, 2022, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as "Landlord") and Right Brother Aviation, LLC, 12100 Allen Road, Chaffee, New York (hereinafter referred to as "Tenant").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and in consideration of the sum of $1.00 lawful monies of the United States in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Description and Use.

a. Landlord hereby rents to Tenant, and Tenant does hereby rent from Landlord, a total of 900+/- square feet of office space within the building commonly referred to as the "Nose Dock 783" situated at 635 Bomber Drive, Rome, New York, and 2,975+/- square feet of hangar space within the building commonly referred to as "Nose Dock 783" situated at 635 Bomber Drive, Rome, NY as more particularly shown on **Exhibit "A"** annexed hereto, hereinafter referred to as "Demised Premises".

b. The Demised Premises shall be used by Tenant for the purpose of operation, storage and maintenance of its aircraft.

c. Said use shall be conducted in compliance with applicable building and/or fire codes and Tenant shall comply with all the General Terms and Conditions annexed hereto as **Exhibit "B,"** which is hereby incorporated by reference.

2. Term.

a. The Term of this Lease Agreement shall be for a period of one (1) year, commencing on January 1, 2023 and ending on December 31, 2023 (the "Initial Term"), unless this Lease Agreement is sooner terminated in accordance herewith by either party providing sixty (60) days advance written notice. Following the expiration of the Initial Term, each year for four (4) consecutive years this Lease Agreement shall automatically renew for an additional one (1) year term (each a successively numbered "Renewal Term"), unless Tenant shall notify the Landlord to the contrary no later than sixty (60) days prior to the commencement of any Renewal Term. Also, the Tenant hereby agrees that the rent to be charged during

such tenancy shall be increased each January 1 by adding three percent (3%) to the base rent that was in effect during the immediately preceding twelve (12) months.

b. In the event the Tenant remains in possession of the Demised Premises after the expiration of the Initial Term or any Renewal Term, as the case may be, the Tenant shall be deemed to be occupying the Demised Premises as a Tenant from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of this Lease Agreement insofar as they are applicable to a month-to-month tenancy until the Demised Premises are vacated by the Tenant or until the parties enter into a new agreement, whichever is sooner. Also, in this event, the Tenant hereby agrees that the rent to be charged during such month-to-month tenancy shall be increased each November 1 by adding three percent (3%) to the base rent that was in effect during the immediately preceding twelve (12) months.

3. Base Rent.

a. As and for the use of the Demised Premises, the Tenant shall pay Rent during the Initial Term of this Lease Agreement in the total sum of Twenty-Five Thousand Eighty and 00/100 Dollars ($25,080.00), payable over twelve (12) equal monthly installments of Two Thousand Ninety and 00/100 Dollars ($2,090.00) each.

b. The Rent to be charged during the First Renewal Term would be the total sum of Twenty-Five Thousand Eight Hundred Thirty-Two and 40/100 Dollars ($25,832.40), payable in twelve (12) equal monthly installments of Two Thousand One Hundred Fifty-Two and 70/100 Dollars ($2,152.70).

c. The Rent to be charged during the Second Renewal Term would be the total sum of Twenty-Six Thousand Six Hundred Seven and 37/100 Dollars ($26,607.37), payable in twelve (12) equal monthly installments of Two Thousand Two Hundred Seventeen and 28/100 Dollars ($2,217.28).

d. The Rent to be charged during the Third Renewal Term would be the total sum of Twenty-Seven Thousand Four Hundred Five and 59/100 Dollars ($27,405.59), payable in twelve (12) equal monthly installments of Two Thousand Two Hundred Eighty-Three and 80/100 Dollars ($2,283.80).

e. The Rent to be charged during the Fourth Renewal Term would be the total sum of Twenty-Eight Thousand Two Hundred Twenty-Seven and 76/100 Dollars ($28,227.76), payable in twelve (12) equal monthly installments of Two Thousand Three Hundred Fifty-Two and 31/100 Dollars ($2,352.31).

f. All monthly installment payments shall be due, in advance, on the 1st day of each and every month. The payment of Rent in monthly installments is for Tenant's convenience only and, in the event of Tenant's default, the Landlord shall have the right to accelerate payment and demand all sums due hereunder.

g. All such Rent payments shall be made payable to the "County of Oneida" and remitted to 660 Hangar Road, Rome, NY 13441, or to such other address or addresses as the Landlord may, from time to time, designate. In the event any retroactive rental payments are due hereunder, payment of same shall be made on the first day of the next succeeding month.

4. Security Deposit.

Tenant shall **NOT** be required to post a Security Deposit with the Landlord for the faithful performance of the terms and conditions of this Lease Agreement.

5. Insurance and Indemnification.

a. During the term of this Lease Agreement, including all Renewal Terms, Tenant shall maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State where the property is located. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than $1,000,000 each occurrence and $4,000,000 Annual Aggregate.

1. The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each location.

2. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

3. County of Oneida, and all other parties required of the Landlord, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's.

ii. Aviation Commercial General Liability (ACGL) coverage with limits of Insurance of not less than $10,000,000 each occurrence and $10,000,000 Products/Completed Operations Aggregate limit.

1. Each Aircraft Limit of $10,000,000; Each Loss Limit of $10,000,000.

2. County of Oneida, and all other parties required of the Landlord, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

iii. Commercial Umbrella

1. Umbrella limits must be at least $5,000,000.

2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

3. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

iv. Workers' Compensation and Employers Liability

1. Statutory limits apply.

b. **Waiver of Subrogation:** Tenant waives all rights against Landlord and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability and/or workers' compensation and employer's liability insurance maintained per requirements stated above.

c. **Certificates of Insurance:** Prior to occupancy the Tenant shall provide a certificate of insurance to the Landlord. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Tenant's Commercial General Liability Policy. These certificates and the insurance policies required above and annexed hereto as **Exhibit "C,"** which is hereby incorporated by

reference, 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 Landlord.

d. **Indemnification:**

i. Tenant further agrees to hold Landlord harmless from all claims and losses by reason of an accident or damage (including death) to any person or property happening on or about the Demised Premises arising from acts or omissions of Tenant or Tenant's agents, employees, or invitees; to the extent allowed by law, Tenant shall indemnify and hold Landlord harmless against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Demised Premises or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims or actions, resulting from the acts or omissions of Tenant or Tenant's agents, employees, or invitees.

ii. In the event that any claim in writing is asserted by a third party, which may entitle the Landlord to indemnification, Landlord shall give notice thereof to Tenant, which notice shall be accompanied by a copy of the statement of the claim. Following the notice, Landlord shall have the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Tenant shall fail timely to defend, contest or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event Landlord decides to participate in the proceeding or defense, Landlord shall have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to Tenant, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto shall cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph shall survive the expiration or termination of this Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement which shall become effective as of the date first above written.

County of Oneida, Landlord

By: _____
Anthony J. Picente, Jr.
County Executive

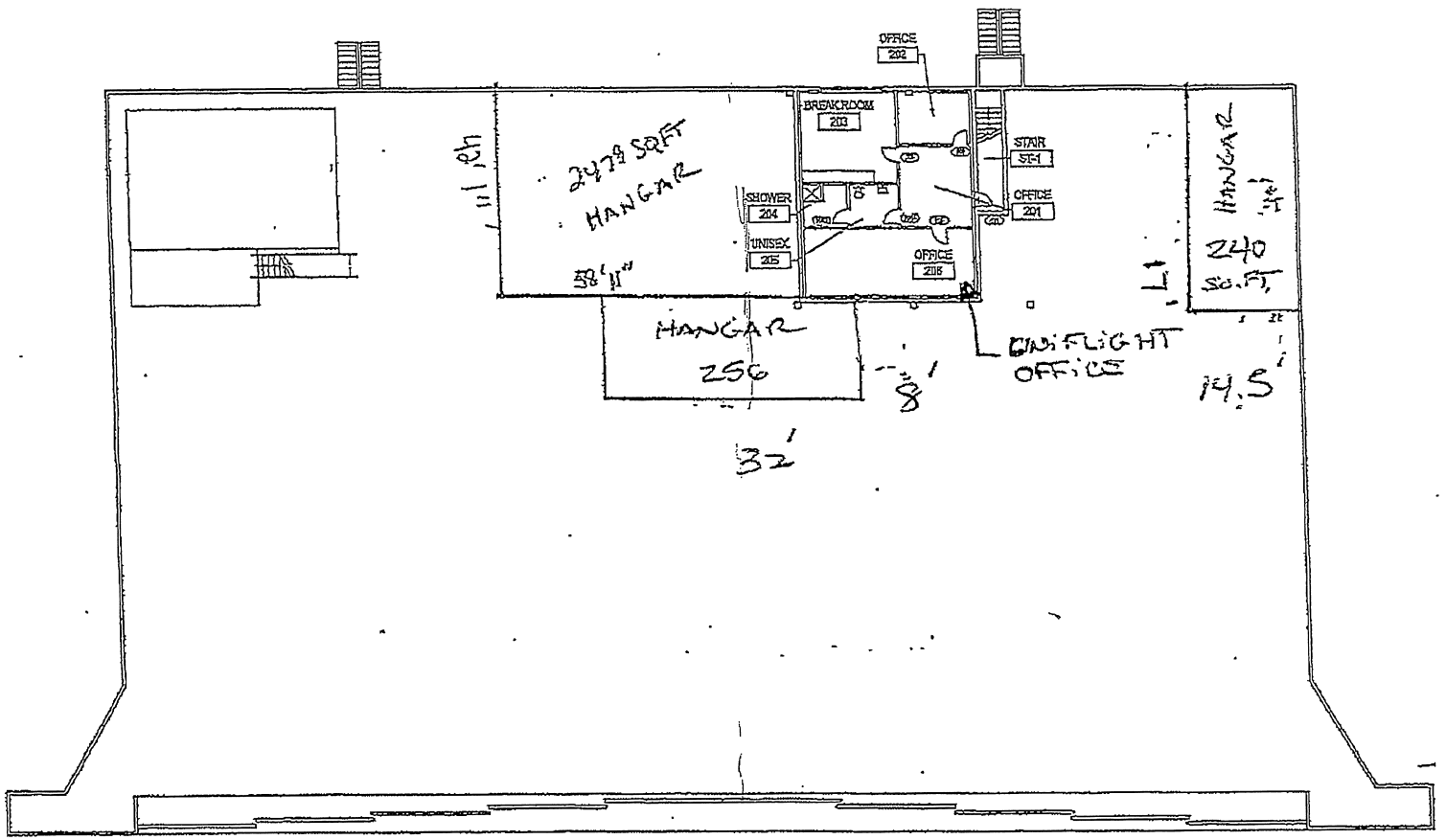
Approved:

_____
Amanda L. Cortese-Kolasz, Esq.

Right Brother Aviation LLC

By: _____
Adam Ventura
Title: Director of Operations

Exhibit A



OFFICE SQFT = 900
FLOOR SQFT = 2975

Building 783

Exhibit B

EXHIBIT B - GENERAL TERMS AND CONDITIONS

1. Late Charge. If any sum due from Tenant is not actually received by Landlord within fifteen (15) days of the date due, then Tenant shall pay a late charge of five percent (5%) of the amount due, in addition to any reasonable attorneys' fees, collection expenses, or interest incurred by Tenant's failure to make timely payments. Landlord shall have the right, but not the obligation, to provide Tenant with monthly or annual invoices for Rent payments; a timely payment of Rent is due regardless of the issuance of such invoices, or lack thereof.

2. Proration of Rent. In the event that the Term of this Lease Agreement begins or terminates on any date other than the first day or last day of a calendar month, the applicable Rent and charges for that month shall be paid for that month on a pro rata basis according to the number of days in that month during which the Demised Premises was enjoyed by Tenant.

3. Delivery of Rent. Rent checks shall be made payable to "County of Oneida" and shall be mailed or delivered to: 660 Hangar Road, Rome, NY 13441, or to such other place or places as Landlord may, from time to time, designate, in writing.

4. Security Deposit. The Security Deposit, if any, shall be returned to Tenant upon expiration or termination of this Lease Agreement after Tenant has vacated the Premises, provided that Tenant has fully and faithfully carried out all of the terms and provisions of this Lease Agreement, including but not limited to the prompt payment of Rent and any other sums due Landlord. No interest shall be payable by Landlord to Tenant on account of such Security Deposit. Landlord shall have the right, but not the obligation, to apply all or any part of such Security Deposit to cure any default of Tenant, and if Landlord does so, Tenant shall upon demand by Landlord, deposit with Landlord the amount necessary for Landlord to have at all times on hand the full amount of the Security Deposit required under this Lease Agreement, and if Tenant fails to restore such Security Deposit to the full deposit amount within three (3) days after receipt of such demand, such failure shall constitute a material breach of the Lease Agreement.

5. Permitted Uses; Prohibited Uses.

a. The Demised Premises shall be used by the Tenant only for the purposes identified in the Lease Agreement, and for no other use. Painting, other than minor touch up of an aircraft, is prohibited within the Demised Premises unless otherwise approved by Landlord and the local fire marshal. Storage of non-aviation items in the Demised Premises is not allowed. Kerosene or gas-fired heaters or any type of open-flame heaters or devices are prohibited in the Demised Premises.

b. In that the Demised Premises are located at the Griffiss International Airport, Tenant shall not use the Demised Premises in a manner that would violate the rules and regulations of the Federal Aviation Administration or the Griffiss International Airport (hereinafter referred to as "Airport"). Tenant acknowledges that Tenant has conducted Tenant's own investigation and has determined that the Demised Premises are suitable for Tenant's intended use.

c. Tenant will not make or permit any use of the Demised Premises that would be (1) offensive so as to constitute a nuisance; (2) unlawful under any federal, state, or county code, ordinance, or regulation; (3) injurious to any person or property; (4) prohibited by a New York standard form fire insurance policy; or (5) which may increase or cause the Landlord to incur liability under any laws relating to the use and storage of hazardous materials.

6. Ingress and Egress. Tenant shall have reasonable right of ingress and egress across Landlord's adjoining property in common with others in order to obtain access to the Demised Premises. The ramp areas and taxi-lanes adjacent to the Demised Premises shall be and are deemed to be right-of-way and common areas to which the Tenant shall have non-exclusive access to and use of for the Term of this Lease Agreement and any renewals thereof.

7. Utilities and Services. Landlord shall be responsible for providing all utilities and services, including without limitation, electricity, water, gas and sewer services furnished to the Demised Premises, without contribution or apportionment from the Tenant. The Landlord shall not be liable for any interruption or delay in such utility services unless such delay or interruption is caused by the Landlord's negligence or willful misconduct.

8. Casualty. In the event that the Demised Premises or the means of access thereto, shall be damaged by fire or any other cause, the Rent payable hereunder shall not abate, provided that the Demised Premises are not rendered

unusable by such damage. If the Demised Premises are rendered unusable as determined by Rome City Fire or Codes personnel and Landlord elects to repair the same, the Rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Tenant or Tenant's employees, agents or invitees. If Tenant or Tenant's employees, agents, or invitees caused such damage, the Rent shall not abate. If the Demised Premises are rendered unusable and Landlord elects not to repair the same, this Lease Agreement shall be terminable at the option of either party.

9. Environmental Obligations and Indemnity.

a. Tenant shall not permit the Demised Premises to be contaminated with any environmental hazard and Tenant shall not store hazardous waste or materials, contaminants, or flammable materials, except that the Tenant may maintain only limited amounts of hazardous or flammable materials in approved storage containers on or about the Demised Premises required for the normal course of conducting Tenants business. Aviation fuels, gasoline and other like products will be stored in designated locations and storage facilities and will comply with all Federal, State and Local laws, environmental compliance laws and regulations and comply with local fire codes. Tenant shall indemnify, protect, and hold Landlord harmless from any environmental damage resulting from Tenant's use of the Demised Premises, and, if such environmental damage resulting from Tenant's use of the Demised Premises is discovered, Tenant shall promptly undertake and pursue diligently appropriate steps to repair the damage. Furthermore, Tenant shall notify Landlord, in writing, of any incident or occurrence which results in environmental damage within twenty-four (24) hours after such incident or occurrence or following the discovery of same.

b. The environmental indemnification provisions of this paragraph shall survive the expiration or termination of the Lease.

10. Obligations of Landlord. Landlord will maintain the structural components of the Demised Premises, including hangar doors and hangar door mechanisms, and Landlord will provide normal building maintenance without additional cost to Tenant. Tenant shall have at all times the reasonable right of ingress to and egress from the Demised Premises over and across the Landlord's adjoining premises, in common with others. To ensure this right, Landlord shall make all reasonable efforts to keep areas adjacent to the Demised Premises free and clear of all hazards and obstructions, natural or man-made.

11. Obligations of Tenant.

a. Storage. The Demised Premises shall be used only as described in this Lease Agreement.

b. Maintenance and Repair. Tenant shall maintain the Demised Premises in a neat and orderly condition, and shall keep all areas clean and clear of oil, grease or toxic chemicals. Tenant shall maintain only limited amounts of hazardous or flammable materials in approved storage containers within or about the Demised Premises. No boxes, crates, rubbish, paper or other litter shall be permitted to accumulate within or about the Demised Premises.

c. Damage. Tenant shall be responsible for all damage to the Demised Premises caused by use or negligence of Tenant, or Tenant's agents, employees, or invitees. Tenant shall be responsible for all damage to property, real or personal, located on or about the Demised Premises caused by the use or negligence of Tenant, or Tenant's agents, employees, or invitees. Landlord reserves the right to make such repairs, at Tenant's expense, which shall be deemed "additional rent" and shall become due and payable as part of Tenant's next monthly Rent payment. Tenant shall make no structural, electrical, or other modification to the Demised Premises without first obtaining Landlord's written permission and obtaining any permits, if required.

d. Tenant's Personal Property. All personal property placed or moved into the Demised Premises shall be at the risk of Tenant or owner thereof, and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from any act of negligence of any other tenant or occupant at the Airport. Tenant agrees and understands that Tenant is responsible for the proper securing of personal property and shall further indemnify and hold Landlord harmless for any damage or liability caused by improper securing of personal property. Landlord shall not be responsible for any loss from theft, vandalism, or act of God, and all personal property stored upon the Demised Premises is at Tenant's sole risk.

e. Compliance with Laws. Tenant agrees to and shall comply with all applicable ordinances, rules, and regulations established by federal, state, or local government agencies or by Landlord. Tenant shall be responsible for obtaining and complying with all governmental permits required for Tenant's use and occupancy of the Demised Premises, if any. Tenant further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all federal, state and local laws, ordinances, rules and regulations protecting the environment. Tenant agrees to keep itself reasonably informed of future changes in the existing environmental laws. Tenant agrees to

cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire Extinguisher. Tenant shall maintain at all times, in the Demised Premises, a minimum of two (2) approved twenty (20) pound dry chemical portable fire extinguishers suitable for use on Class "A", "B", and "C" fires with a current inspection certificate from an approved fire equipment company affixed.

g. Surrender upon Termination. On the expiration or termination of the Lease Agreement, Tenant shall immediately surrender possession of the Demised Premises and shall remove aircraft and all other property therein, leaving the Demised Premises in the same condition as when received, ordinary wear and tear excepted. Tenant shall be liable for any and all damage to the Demised Premises caused by the use or negligence of Tenant or Tenant's agents, employees, or invitees, including, but not limited to, damage to doors or interior walls by being bent or broken or damage to floors due to fuel or oil spillage. If Tenant fails to remove such items from the Demised Premises and to repair such damage upon vacating the premises, then Landlord may remove the items and repair the damages, and Tenant shall promptly pay the costs and expenses of such removal and repairs upon proper demand by Landlord.

h. Compliance with All Resolutions, Rules, Regulations, and Standards. Tenant acknowledges that Landlord operates an airport, and resolutions, rules, regulations, and standards must be adopted by Landlord and modified from time to time in order to promote the orderly operation and development of the Airport. Therefore, Tenant agrees to be bound by all terms and provisions of any resolutions, rules, regulations, and standards that may from time to time be adopted by Landlord, provided that such resolutions, rules, regulations, and standards do not increase the Rent to be paid by Tenant. The parties agree that Tenant's use of the Demised Premises and any rights conferred to Tenant in this Lease Agreement shall be subject to Landlord's minimum standards, as amended from time to time, Tenant shall be given advance notice of any proposed change or addition to such rules, regulations, and standards, and Tenant shall be given an opportunity to be heard thereon. All the terms, conditions, and covenants of this LeaseAgreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties.

i. Signs. Tenant shall not erect or post any signs without the Landlord's written permission.

j. Covenant of Continuous Operations and Not to Abandon or Vacate. Tenant hereby covenants that during the Term, the Tenant will continue its operations for the entire length of the Lease and not cease operations, and further covenants not to abandon, to continuously occupy, and not to vacate the Demised Premises prior to the expiration of the Term without a Surrender Agreement with the Landlord in place. Abandonment and/or vacation of the Demised Premises shall be defined to include but not be limited to the cessation of operations, or abandonment of Tenant-owned or third party-owned property at the Demised Premises unattended, or removal of substantial portions of Tenant's property from the Demised Premises, other than in the normal course of Tenant's business. The Tenant acknowledges that any failure to so continuously operate, and/or any abandonment or vacation of the Demised Premises will entitle the Landlord to obtain an injunction or order compelling the Tenant to continuously operate its business in the Demised Premises and/or return to its business in the Demised Premises, and the Tenant hereby consents to such injunction or order, in addition to any other remedies to which the Landlord may be entitled at law or in equity, including monetary damages related to any premature cessation of operations which causes expense to the Landlord, including but not limited to such matters as environmental remediation, cleaning of premises or removal of debris left by the Tenant prior to completion of the Term.

k. Personnel Badging Requirement. Tenant acknowledges that any personnel employed, contracted, visiting or conducting business with the Tenant that require airport movement area access require the appropriate badging or badged escort for entry onto the movement area. Badging of personnel must be coordinated through the Oneida County Department of Aviation Administrative offices. There is a fee for the badging process, and payment of said fee is the sole responsibility of the Tenant separate and apart from payment under this Lease Agreement.

12. Nondiscrimination. Notwithstanding any other provision of this Lease Agreement, during the Term of this Lease Agreement, Tenant for itself, its heirs, personal representatives, successors in interest, and/or assigns, as the case may be, as part of the consideration for this Lease Agreement, does hereby covenant and agree that:

a. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Demised Premises on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

b. In the construction of any improvements on, over, or under the Demised Premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, disability, age, national origin or other protected class.

c. Tenant shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

d. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease Agreement and to reenter and repossess the Demised Premises and hold the premises as if this Lease Agreement had never been made or issued. The provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, have been followed and completed, including the exercise or expiration of appeal rights.

13. Reservation of Rights by Landlord.

a. Development. Landlord reserves the right to further develop and improve the Airport as Landlord sees fit, without interference or hindrance, but taking into consideration the desires and views of Tenant, and for purposes of developing and improving the Airport, Landlord reserves the right upon reasonable notice to enter upon the Demised Premises and make improvements to same. Landlord shall make every effort to minimize the disruption of normal Airport usage during periods of repair or further development of the Airport.

b. Relocation. Landlord reserves the right upon thirty (30) days written notice to relocate Tenant to a similar size facility in other areas of the Airport at Landlord's sole expense.

c. National Emergency. Landlord further reserves the right, during time of war or national emergency, to lease the landing area or common areas of the Airport to the United States Government or the State of New York for military use or for natural disaster relief operations, and if such a lease is executed with the federal or state government, the terms of this Lease Agreement which are inconsistent with the lease to the government shall be temporarily suspended and rent shall be abated accordingly during the tenancy by the government.

14. Right of Access and Inspection.

a. Landlord will retain a key for access to the Demised Premises. Tenant will not change locks without prior notice and agreement of Landlord..

b. Landlord shall have the right to make reasonable inspections of the Demised Premises between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, exclusive of federal holidays. Landlord shall have the right at any other time to enter the Demised Premises for security, fire, other emergencies, or making repairs.

15. Assurance Agreements. This Lease Agreement is subordinate to the provisions of any and all existing and future agreements between the Landlord and the State of New York or the United States of America relative to the operation, maintenance, or development of the Airport, the execution of which may be required as a condition precedent to the expenditure of funds for the development of the Airport, or any part thereof.

16. Federal Aviation Administration Requirements. In the event that the Federal Aviation Administration (FAA) or its successors require modification or change in this Lease Agreement as a condition precedent to (1) the granting of funds for the improvement of the Airport, or (2) as a condition precedent to compliance with FAA regulations or standards, Tenant agrees to consent to such amendments, modifications, or changes to this Lease Agreement as may be reasonably required to either obtain such funds or comply with such regulations or standards. However, in no event shall Tenant be required pursuant to this paragraph to agree to a reduction in size of the Demised Premises, or a change in the authorized use to which Tenant has put the Demised Premises without an adjustment in Rent.

17. Airspace. As a condition of this Lease Agreement, Landlord reserves unto itself, its successors, and assigns, for use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Demised Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of the airspace for landing on, taking off from, or operating on the Airport. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Demised Premises to such a height in compliance with Federal Aviation Regulations, Part 77. Tenant agrees for itself, its successors and assigns, to prevent any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

18. No Grant of Exclusive Right or Privilege. Notwithstanding anything contained in this Lease Agreement that may be, or may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease Agreement are non-exclusive, and Landlord reserves the right to grant similar privileges to another tenant or other tenants on other parts of the Airport. Nothing in this Lease Agreement shall be construed as granting an exclusive right or privilege other than the right of Tenant to possess and to peacefully enjoy the use of the Demised Premises in accordance with this Lease Agreement.

19. Sublease.

a. Tenant shall not enter into any sub-agreement or sub-lease of the Demised Premises or assign its rights under this Lease Agreement without prior written approval of Landlord. Tenant shall not either voluntarily, or by operation of law, assign, or transfer the leasehold interest granted by this Lease Agreement or any interest therein, and shall not sublet the Demised Premises or any part thereof, or any right or privilege appurtenant thereto, nor allow the sale or transfer of a majority interest or majority ownership of Tenant, without first obtaining the written consent of the Landlord. The consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment, subletting, or encumbrance. Any such subsequent assignment or subletting shall be void, and shall, at the option of Landlord, constitute a default of this Lease Agreement.

b. Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Guarantor, if any, from any obligations and/or liabilities of Tenant or Guarantor, if any, to pay the Rent and to perform all other obligations required of Tenant by this Lease Agreement. The acceptance of the Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease Agreement. In the event of a default by any assignee or subtenant of Tenant in the performance of any of the terms of this Lease Agreement, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against an assignee or subtenant.

20. Condition of Premises. Tenant shall accept, and has accepted, the Demised Premises in its present condition, AS IS, without any liability or obligation on the part of either Landlord or Tenant to make any alterations, improvements or repairs of any kind on or about the Demised Premises.

21. Disclaimer of Warranty and Responsibility for Securing Aircraft. Tenant accepts all facilities on the Premises on an "as is" basis. Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, either express or implied of the condition, use, or fitness of the tie-down rings, ropes, chains, or other apparatus used to secure airplanes, and Tenant assumes full responsibility to furnish any equipment necessary to properly secure Tenant's aircraft. Tenant agrees and understands that Tenant is responsible for the proper tie down or securing of aircraft inside or outside of the Demised Premises and shall further indemnify and hold harmless the Landlord for any damage or liability caused by improper tie down or securing. Landlord shall not be liable for any loss from theft, vandalism or act of God, and all aircraft are stored or parked on the Demised Premises or Airport at Tenant's sole risk.

22. Alterations; Liens.

a. Tenant covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Demised Premises without the prior written approval of Landlord. All fixtures installed or additions and improvements made to the Demised Premises shall become Landlord's property and shall, at the election of the Landlord, remain in the Demised Premises at the expiration or termination of this Lease Agreement without compensation or payment to Tenant. Tenant shall not suffer or permit any lien to be filed against the Demised Premises or any part of Landlord's interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the Demised Premises or any part thereof under Tenant. If any such lien is filed against the Demised Premises or Landlord's interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall incur all charges in procuring the release of such lien.

b. Tenant agrees to pay all lawful and valid liens affecting Landlord's fee title to the Leasehold Premises placed against Tenant by its contractors, subcontractors, mechanics, laborers, material men, and other items of like character, and indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and reasonable attorneys' fees incurred in the defense of any suit in discharging the Demised Premises or any part thereof from any such liens, or lawful and valid judgments, or encumbrances caused by Tenant.

c. Tenant shall not have any authority to create any liens for labor or material in the Rent interest owned by Landlord or Landlord's interest in the Demised Premises by any persons contracting with Tenant for the

destruction or removal of any facilities or other improvements or for the construction, erection, installation, alteration, or repair of any facilities or other improvements on or about the Demised Premises. All materialmen, contractors, subcontractors, mechanics, and laborers, are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the property in the Demised Premises to secure the payment of any bill for work done or materials furnished at the request or instruction of Tenant.

23. Events of Default by Tenant. The occurrence of any of the following shall constitute an event of default under this Lease Agreement:

a. Tenant fails to pay any part or all the money due Landlord under this Lease Agreement, and such non-payment continues for a period of thirty (30) days after written notice;

b. Tenant fails to perform or breaches any term, covenant, or provision of this Lease Agreement, and such non-performance or breach is not cured within thirty (30) days after written notice of the default from Landlord is delivered to Tenant;

c. Tenant is the subject a voluntary or involuntary petition for bankruptcy protection (including a petition for reorganization or an agreement), Tenant makes a general or other assignment for the benefit of creditors, or Tenant's assets or operations become subject to the control of a court-appointed receiver;

d. Landlord determines that Tenant is not in compliance with the terms of this Lease Agreement on a routine or consistent basis.

e. The failure of Tenant to comply with any terms or conditions of the Lease or to the General Terms and Conditions set forth herein shall be considered a material breach and default of this Lease Agreement.

24. Remedies on Default by Tenant. In the event of any default of this Lease Agreement by Tenant, Landlord shall have the right, at its earliest option, to pursue any one or more of the following remedies, in addition or in place of the remedies otherwise provided herein or by statute, without notice and demand whatsoever to Tenant or Guarantor, if any:

a. Landlord shall have the right to terminate this Lease Agreement and to enter upon and take possession of the Demised Premises and to remove the aircraft and any other property of Tenant from the Demised Premises without being deemed guilty of trespass, breach of peace or forcible entry and detainer and without prejudice to any other remedy for possession or arrearage in Rent, and Tenant expressly waives the service of any notice. Tenant agrees to pay Landlord on demand the amount of all loss or damage which Landlord may suffer by reason of such termination, including the expenses of retaking, re-renting the Demised Premises, and loss of Rent through the inability to re-let the Demised Premises.

b. Landlord shall have the right to enter upon and take possession of the Demised Premises, and re-let the Demised Premises and receive the Rents therefore without thereby terminating or avoiding this Lease Agreement. Tenant agrees to pay Landlord on the due date of each month thereafter sums equivalent to the monthly Rent payable under this Lease Agreement, less the avails of re-letting, if any.

c. Exercise by Landlord of either or both of the rights specified above shall not prejudice Landlord's right to pursue any other legal remedy available to Landlord in law or equity, including, but not limited to, court costs and attorneys' fees for bringing legal action against Tenant. All of the foregoing rights, remedies, powers, and elections of Landlord are cumulative, and pursuit of any of the foregoing shall not preclude other remedies provided by law, nor shall such pursuit constitute a forfeiture or waiver of any rent due to Landlord or of any damages occurring to Landlord by reason of the violation of any of the provisions of this Lease Agreement. Forbearance by Landlord to enforce one or more of the remedies upon an event of default shall not be deemed or construed to constitute a waiver of such default.

d. Tenant agrees that no assent, express or implied, by Landlord to any breach of this Lease Agreement by Tenant shall be deemed to be a waiver of any succeeding breach by Tenant.

e. All sums due under this Lease Agreement shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due sums shall bear interest at the maximum legal rate per annum. The subsequent acceptance of Rents under this Lease Agreement by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease Agreement, other than the failure to pay the particular Rents so accepted, regardless of Landlord's knowledge of such preceding default at the time of accepting the Rents.

25. Landlord's Lien. Tenant hereby gives and grants to Landlord a lien upon, and pledges as collateral to the Landlord in case of default, all fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed, or stored by Tenant at the Airport, and Tenant agrees that in the event of any failure

on the part of Tenant to comply with each and every one of the covenants and obligations hereof, or in the event of any default continuing for sixty (60) days of any specified rent, Landlord may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon an indebtedness due, or damage sustained by Landlord without prejudice to further claims thereafter to arise under the terms of this Lease Agreement.

26. Notices. All notices to the parties shall be sent or delivered to that party at the address first written for that party in this Lease Agreement, or at such other address as may, from time to be time, be designated by such party. All notices shall be in writing and shall be either personally to the other party in hand with proof of delivery or by certified mail, return receipt requested, and postage prepaid. Notices sent or delivered by mail in accordance with this paragraph shall be deemed to have been given five (5) business days after the date of mailing, and all other notices delivered by any other means with proof of delivery, such as hand delivery or express delivery, shall be deemed to have been given when received.

27. Miscellaneous Provisions.

a. Successors Bound. This Lease Agreement shall not be effective or binding on any party until fully executed. All of the covenants, conditions and obligations of this Lease Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, successors, and assigns of the parties, as the case may be.

b. Joinder by Guarantor; Personal Guarantee. By joining in the execution of this Lease Agreement, Guarantor, if any, hereby unconditionally guarantees performance of each and every obligation of Tenant created in this Lease Agreement. Guarantor waives any requirement of notice of non-payment or non-performance, proof, or demand, as a condition for liability by Guarantor. Guarantor expressly agrees that the validity of this Lease Agreement and the obligations of this personal guarantee shall in no way be terminated, affected, or impaired by reason of assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Lease Agreement, or by Landlord granting any indulgence or giving of additional time to Tenant for the performance of any of the obligations of this Lease Agreement. This personal guarantee shall remain in full force and effect as to any amendment, modification, renewal, extension, or otherwise, of this Lease Agreement. Landlord need not pursue any remedies against Tenant before enforcing this personal guarantee against Guarantor. If there is more than one person or entity signing this Lease Agreement as Guarantor, the obligations imposed by this Lease Agreement on Guarantor shall be joint and several.

c. Construction of Agreement. Words of any gender used in this Lease Agreement shall be construed to include any other gender, and words in singular number shall be held to include the plural, and vice versa, when the sense requires. The headings or captions for paragraphs or subparagraphs in this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or expand the terms and provisions of this Lease Agreement.

d. Judicial Interpretation. If any provision of this Lease Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Lease Agreement be more strictly construed against the party which itself or through its counsel prepared the same, because all parties have participated in the preparation of the final form of this Lease Agreement through review and negotiation of terms, and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

e. Severability. In the event that any provision of this Lease Agreement is determined to be invalid, illegal, or unenforceable for any reason, then the parties shall negotiate in good faith and agree on such amendments or modifications to this Lease Agreement, or such other appropriate actions, that will to the maximum extent practicable in light of such determination, give effect to the intentions of the parties as reflected in this Lease Agreement, and all other provisions of this Lease Agreement, as amended, modified, or otherwise, shall remain in full force and effect, but if, after good faith negotiations, the parties fail to reach an agreement regarding the invalid, illegal, or unenforceable provisions, then the parties agree that such provisions shall be severed from this Lease Agreement and such severance shall not invalidate any other provision of this Lease Agreement or this Lease Agreement itself.

f. Joint Obligations. If there is more than one person or entity signing this Lease Agreement as Tenant, the obligations imposed by this Lease Agreement on Tenant shall be joint and several.

g. Entire Agreement. This Lease Agreement contains the entire agreement between the parties, and no prior or independent agreements or understandings between the parties pertaining to the renting of the Demised Premises shall be effective for any purpose. Tenant acknowledges that any representations, statements, or negotiations made by Landlord or by any of Landlord's staff, employees, counsel, or any other agent, do not suffice

to legally bind Landlord, unless such representations have been reduced to writing and fully executed by all of the parties.

h. Written Modifications. No provision of this Lease Agreement may be changed or modified except by an agreement in writing executed by all of the parties or their successors in interest with the same formality as the original agreement.

i. Venue; Law. Venue for all court proceedings to enforce or interpret this Lease Agreement or determine the liabilities and obligations of the parties shall be in Oneida County, New York, and such proceedings shall be governed by the laws of the State of New York.

j. Subordination. Upon request of Landlord, Tenant will in writing subordinate Tenant's rights under this Lease Agreement to the lien of any mortgage or deed of trust, to any lender, bank, insurance company or lending institution, or the requirements of any grant for funding that may be sought by Landlord.

k. Relationship of Parties. Tenant shall never at any time during the term of this Lease Agreement become the agent of Landlord, and Landlord shall not be responsible for the acts or omissions of Tenant or Tenant's agents. Nothing in this Lease Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties other than the relationship of landlord and tenant.

l. Attorneys' Fees. It is understood and agreed between the parties hereto that in the event of any litigation between the parties, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the losing party.

m. Recording. This Lease Agreement shall not be recorded in the public records.

Exhibit C

STARR

INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: COUNTY OF ONEIDA
800 PARK AVENUE
UTICA, NY 13501

Named Insured: RIGHT BROTHER AVIATION, LLC
12100 ALLEN ROAD
CHAFFEE, NY 14030

Policy Period: From: MAY 04, 2022 To: MAY 04, 2023

Policy Number: SASICOM60195322-01

Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aircraft: Year	Make and Model	Reg No.	Insured Value	Deductibles NIM / IM	Liability Limit	
1989	BELL 206 L-3	N70606	$ 400,000.	$ 10% OF IV/10% OF IV	$ 10,000,000.	CSL INCL PAX
1996	BELL 206 B III	N1158B	$ 400,000.	$ 10% OF IV/10% OF IV	$ 10,000,000.	CSL INCL PAX
2002	BELL 206 B III	N406DB	$ 400,000.	$ 10% OF IV/10% OF IV	$ 10,000,000.	CSL INCL PAX
1996	BELL 206 B III	N953AZ	$ 400,000.	$ 10% OF IV/10% OF IV	$ 10,000,000.	CSL INCL PAX
			$	$	$	
			$	$	$	

THE CERTIFICATE HOLDER IS A COMMERCIAL AVIATION CUSTOMER OF THE NAMED INSURED, AND, IN THEIR NON-OPERATIONAL CAPACITY AS SUCH, IS PROVIDED THE FOLLOWING:

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

THE CERTIFICATE HOLDER IS PROVIDED A WAIVER OF SUBROGATION FOR PHYSICAL DAMAGE.

THE INSURANCE EVIDENCED BY THIS CERTIFICATE SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION TO WHICH COVERAGE IS EVIDENCED IN THE CERTIFICATE SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF AIRCRAFT BY THAT PERSON OR ORGANIZATION.

THE INSURANCE EVIDENCED TO THE CERTIFICATE HOLDER BY THIS CERTIFICATE OF INSURANCE IS PRIMARY AND NON CONTRIBUTORY TO ANY OTHER INSURANCE AVAILABLE TO THE CERTIFICATE HOLDER.

Certificate Number: 2.1
Issued By and Date: MAY 05, 2022 (VD)

By _____
(Authorized Representative)

Starr 10200 (6/06)

AMENDMENT OF LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

	Limits of Insurance	
General Aggregate Limit	$ 10,000,000.	
Products/Completed Operations Aggregate Limit	$ 5,000,000.	
"Personal and Advertising Injury" Aggregate Limit	$	
Each "Occurrence" Limit	$ 10,000,000.	
Damage To Premises Rented To You Limit	$	Any one Premises
Medical Expense Limit	$	Any one person
Hangarkeeper's Liability Coverage		
Each "Aircraft" Limit	$	
Each "Loss" Limit	$	
Hangarkeeper's Deductible	$	Each "aircraft"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The limits of insurance shown in the Declarations are replaced by the limits designated in the Schedule or in the Declarations as subject to this endorsement with respect to which an entry is made.

All other provisions of this policy remain the same.

This endorsement becomes effective JANUARY 23, 2023 to be attached to and hereby made a part of:
Policy No. SASICOM60199922-01
Issued to RIGHT BROTHER AVIATION, LLC

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 16
Date of Issue JANUARY 23, 2023 (KH)

By _____
(Authorized Representative)

Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR
County Executive

EDWARD ARCURI
Commissioner of Aviation

March 24, 2023

FN 2023-154

READ & FILED

APPROP.

WAYS & MEANS

Anthony J. Picente, Jr
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Re: Amendment to FAA NYUASTS UTM Field Test Proposal

Dear County Executive Picente,

Please consider acceptance of this amendment to the abovementioned Task Order from the Federal Aviation Administration. The amendment extends the time for performance of this Task Order by thirty days. All other terms remain the same.

Please forward to the Board of Legislators for their information as well. No action is required by the Board as they previously authorized you to sign all task orders with the FAA related to the UAS Test Site.

Thank you for your assistance in this matter.

Sincerely,

Edward A. Arcuri
Commissioner of Aviation

EAA/rae

MAR 27 2023

Oneida Co. Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other ___x_____

ONEIDA COUNTY BOARD OF LEGISLATORS - SUMMARY

Name of Proposing Organization: Federal Aviation Administration
New York District Office
1 Aviation Plaza, Room 111
Jamaica, NY 11434

Title of Activity or Service: NYUASTS UTM Field Test Proposal

Proposed Dates of Operation: 07/01/2022 – 04/30/2023

Client Population/Number to be Served: N/A

Summary Statements

1) **Narrative Description of Proposed Services:** This is an amendment to Task Order No. 697DCK-22-F-01245 : Unmanned Aircraft Systems (UAS), Traffic Management (UTM), Field Test (UFT) project to conduct a demonstration of UTM capabilities utilizing USS's to safely operate multiple UAS in various environments for the purpose of assessing current UTM technology and in informing future UTM functionality. The amendment extends the time for performance by 30 days. All other terms remain the same.

2) **Program/Service Objectives and Outcomes: N/A**

3) **Program Design and Staffing: N/A**

Total Funding Requested: $0 **Account #**

Oneida County Dept. Funding Recommendation: $0

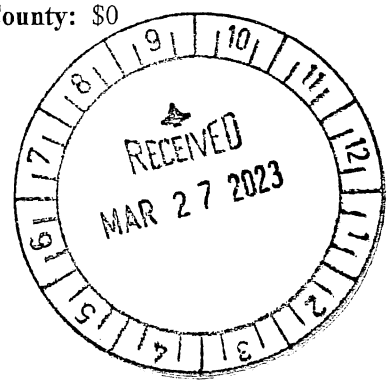
Proposed Funding Sources (Federal $/ State $/County $):

Federal: $0 **State:** $ 0 **County:** $0

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:



INTRODUCTORY NO. 246

F.N.2015-276.1

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 243

INTRODUCED BY: Messrs. D'Onofrio, Porter
2ND BY: Mr. Sacco

RE: APPROVAL TO ALLOW THE COUNTY EXECUTIVE TO SIGN PROPOSALS, AGREEMENTS AND EXPENDITURES RELATED TO TASK ORDERS ISSUED BY BOTH THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) AND THE FEDERAL AVIATION ADMINISTRATION RELATED TO TESTING OF UAS SYSTEMS AT GRIFFISS INTERNATIONAL AIRPORT

WHEREAS, This Board is in receipt of correspondence from Russell Stark, Commissioner of Aviation requesting permission for the County Executive to sign proposals, contracts, agreements and expenditures related to task orders for testing of Unmanned Aircraft Systems (UAS) at Griffiss International Airport, and

WHEREAS, The Federal Aviation Administration (FAA) designated six (6) UAS test ranges, including Griffiss International Airport, and

WHEREAS, The FAA has initiated a program to Support Safe Integration of UAS into the National Airspace System (NAS). As part of the FAA safe integration program, both the FAA and the National Aeronautics and Space Administration (NASA) have contacted the six (6) FAA designated UAS test sites and advised of a five (5) year competitive program to submit proposals in response to initiatives defined by the two entities (the FAA and NASA) (Task Orders). Each Task Order will consist of a request for proposals from either the FAA or NASA which will provide a short period for submission of proposals, as short as 24 to 72 hours. The acceptance of a submitted proposal by the issuer (the FAA or NASA) will constitute a contract. As such, the proposals must be fully authorized by the County and binding upon the County when submitted. In order to participate in the safe integration program, it is necessary that an exception from the provisions of the Oneida County Charter and Code governing the authorization and execution of contracts be adopted by this Board allowing the County Executive to execute the proposals and ancillary agreements in a timely matter, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators hereby authorizes and approves that the County Executive may sign any and all proposals, agreements and expenditures related to Task Orders issued by the FAA or the National Aeronautics and Space Administration (NASA).

APPROVED: AirportCommittee (July 27, 2015)
Ways & Means Committee **AS AMENDED** (August 12, 2015)

DATED: August 12, 2015

Adopted by the following vote:
AYES 22 NAYS 0 ABSENT 1 (Hendricks)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C		

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
FEDERAL AVIATION ADMINISTRATION AAQ-500 - REGIONAL ACQUISITIONS 10101 HILLWOOD PARKWAY FORT WORTH TX 76177-1524	AAQ520FTW-AFN	AAQ-630 ACQUISITION TEAM 3 FAA Wm J. Hughes Technical Center 4th Floor, Building 300 Atlantic City International Airport Atlantic City NJ 08405	AAQ630-AFN

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ONEIDA, COUNTY OF
Attn: JOSEPH J TIMPANO
800 PARK AVE 5TH FL
UTICA
US 135012939

CODE | FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DTFACT15A-00001
697DCK-22-F-01245

10B. DATED *(SEE ITEM 13)*
06/29/2022

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required.)* $0.00
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14.
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

COR/Special Representatives: GUPTA, VISHAL
The purpose of this bilateral modification is to extend the period of performance 30 days through April 30, 2023, at no additional cost to the Government.

The task order continuation pages and Statement of Work (SOW) and hereby replaced in their entirety and are attached to this modification.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

LIST OF CHANGES:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Ashlee G. Baxter	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 3/24/23	16B. CONTRACT AUTHORITY *(Signature of Contracting Officer)*	16C. DATE SIGNED

APPROVED
ONEIDA COUNTY ATTORNEY
BY
ASST ONEIDA COUNTY ATTORNEY

NAME OF OFFEROR OR CONTRACTOR

ONEIDA, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Reason for Modification: Change Order Period Of Performance End Date changed from 31-MAR-23 to 30-APR-23 Total Amount for this Modification: $0.00 New Total Amount for this Version: $0.00 New Total Amount for this Award: $671,117.43 Contracting Officer changed from Kristin T. Frantz to Ashlee G. Baxter Discount Terms: PROMPT NET 30 Period of Performance: 07/01/2022 to 04/30/2023				

Task Order

Master Agreement No.: DTFACT15A-00001
Task Order No.: 697DCK-22-F-01245
Project Title: Unmanned Aircraft Systems (UAS) Traffic Management (UTM) Field Test (UFT)
Period of Performance: July 1, 2022 – April 30, 2023

1. Background

Operators of Unmanned Aircraft Systems (UAS) are continuously exercising new, beneficial applications for their operations, including activities such as goods delivery, infrastructure inspection, search and rescue, and agricultural monitoring. Currently, limited infrastructure is in place to support management of the continuing expansion of UAS operations within the National Airspace System (NAS). Incorporation of UAS operations of increasing density and complexity, particularly those flown Beyond Visual Line of Sight (BVLOS), presents a variety of novel challenges. Implementation of a safe and efficient UTM service environment, including supporting infrastructure, is necessary to enable the incorporation of routine BVLOS operations in low-altitude airspace (below 400 feet Above Ground Level [AGL]).

The Unmanned Aircraft System (UAS) Traffic Management (UTM) Field Test (UFT) Program facilitates evolution of the UTM ecosystem through development of services, validation of standards, and execution of UAS flight tests. UTM includes a set of federated services and a comprehensive framework for managing multiple UAS operations. UTM services have been incrementally developed and validated by the FAA, NASA, and industry to support small UAS operations below 400 feet. The UTM Field Test project leverages lessons learned from previous research efforts to address challenges in complex operational environments, support the continued improvement of standards, and mature UTM technologies to meet stakeholder needs. The field test will foster public-private partnerships to collaboratively enable the UTM ecosystem. The UTM ecosystem relies on these partnerships among UAS Service Suppliers (USSs), operators, and government to collaboratively provide services to support the UAS community, enable information flow, and promote shared situational awareness among UTM participants.

2. Purpose

The UTM Field Test will conduct flight test activities to evaluate maturation of UTM services and industry standards to advance development of capabilities, standards, and policies. The UTM Field Test will explore emerging UTM services to support BVLOS policy development and routine low-altitude BVLOS UAS operations in varying environments, including operations over people and at night. Flight test activities will leverage latest industry standards that provide basis for cooperative traffic management and services that facilitate safe and equitable operations of UAS. Improvement to UTM test infrastructure will provide a forum for leading industry to collaboratively test data exchange capabilities and ensure new UTM standards provide the intended functionality.

The Contractor will be required to work with the FAA to conduct the UFT test and evaluation event and the preparatory activities leading up to the event (herein collectively referred to as the UFT), with participation of industry partners, UAS Service Suppliers (USSs), public safety operators, and/or UAS operators. Such activities may also involve the requirement to implement hardware and software solutions to collect data required for the UFT.

3. Statement of Work
Attachment 1- UFT Statement of Work (SOW) New York (NY) is hereby incorporated into this Task Order. All services will be performed in accordance with Attachment 1- UFT Statement of Work New York and the tasks outlined in Section C of the Master Agreement.

The Contractor must furnish the necessary personnel, materials, equipment, facilities, travel, and support in accordance with this SOW. The Contractor must provide the appropriate program management, and project control necessary to manage this Task Order; ensure that the cost, schedule and quality requirements are continually tracked and the status communicated to the FAA; and ensure that this Task Order is successfully completed.

4. Media Concerns
Any media coverage that the Contractor intends to issue must be approved by the Contracting Officer prior to publishing.

5. Place of Performance
The Contractor will primarily provide the requisite support at the Contractors' facilities, but there may be instances where the requisite support will involve travel to FAA headquarters in Washington, D.C. and the NASA Ames Research Center at Moffett Field, California.

6. Period of Performance
The period of performance for this requirement will be from July 1, 2022 through April 30, 2023.

7. Limitation of Liability and Indemnification

7.1. Warranties
The FAA makes no express or implied warranties as to any matter arising under the task order, including but not limited to the accuracy of information included in the UFT, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, software, or data that may be provided under this Task Order.

7.2. Insurance
The Contractor must arrange for insurance in accordance with Article 17 of the UAS Test Site Other Transaction Agreement (OTA).

7.3. Limitation of Liability
To the extent permitted by state law, the parties agree that the FAA assumes no liability under the task order for any losses arising out of any action or inaction by the Contractor or its employees, affiliates, contractors, agents, or any person or entity otherwise acting on its behalf (collectively the Contractor's Representatives). The parties agree that the Contractor assumes no liability under the task order for any losses arising out of any action or inaction by the FAA or its agents, officers, employees, or representatives, provided however, that this limitation of liability does not apply to or limit the liability provided for in the Indemnity clause. The Contractor agrees to reimburse the FAA for any damage to or destruction of FAA property caused by the Contractor or the Contractor's Representatives arising out of activities under the task order to the extent permitted by law. Claims for damages against the FAA of any nature whatsoever pursued under the task order must be limited to direct damages only up to the aggregate amount of the funding obligated under the task order at the time the dispute arises. In no event must the FAA be liable for claims for consequential, punitive, special, or incidental damages, lost profits, or other indirect damages.

7.4. Indemnity

To the extent permitted by state law, the Contractor agrees to indemnify and hold harmless the Government and its agents, officers, employees, and representatives (the Indemnified Parties) from and against all claims, demands, damages, liabilities, losses, suits, judgements, including the costs and expenses incident thereto (collectively, Claims), that may accrue against, be suffered by, be charged to, or be recoverable from the Indemnified Parties arising out of acts or omissions of the Contractor or Contractor's Representatives in connection with the task order – including but not limited to the Contractor's interactions with UAS operators – except to the extent the Contractor has fully complied with the material terms of any agreement resulting from the SIR and the Indemnified Parties are the primary and proximate cause of the Claims for which the Indemnified Parties seek indemnification. Even if the Contractor has fully complied with the material terms of the task order, and the Indemnified Parties are the primary and proximate cause of the Claims for which the Indemnified Parties seek indemnification, the Contractor must indemnify and hold harmless the Indemnified Parties only to the extent that such Claims arise out of acts or omissions of the Contractor or the Contractor's Representatives. The FAA agrees to hold harmless the Contractor or the Contractor's Representatives for Claims only to the extent that such claims arise out of acts or omissions of the Indemnified Parties. The FAA will provide reasonably timely written notice to the Contractor of all Claims and will cooperate with the Contractor to facilitate the defense or settlement of all Claims; however, the Contractor's obligations in this article are not contingent upon the FAA's doing so.

8. Contract Type and Award Amount

This Task Order is a Firm, Fixed-Price type. The total award amount is $671,117.43. The Task Order is fully funded.

9. Milestones and Milestone Payments

The FAA will pay invoices once the following milestone activities are completed satisfactorily:

Invoice #	Deliverable	Invoice Amount/%	Due Date
1	Test Plan with initial Test Cards submitted	$63,454 / 9.5%	30 days After Receipt of Invoice (ARI)
2	Shakedown 1 Report submitted	$256,246 / 38.2%	30 days ARI
3	Readiness Review Package submitted	$147,070 / 21.9%	30 days ARI
4	Final Report submitted	$204,347 / 30.4%	30 days ARI
	Total Task Order Value	$671,117	

10. Enhancements

The Contractor must provide all services to satisfy the FAA's requirements as proposed in response to the SIR for UFT, including any and all areas where the Technical Approach proposed in response to Factor 1 exceeded or enhanced the FAA's minimum requirements, without exception. Should the Contracting Officer determine that an ambiguity or conflict exists between the FAA's requirements and the proposed enhancement implementation, the Contracting Officer, COR, and the Contractor must review, discuss and resolve the conflict, as necessary.

11. Attachments
Attachment A: UFT Statement of Work NY
Attachment B: UFT Concept of Use (CONUSE) Document

All other sections and terms contained in OTA DTFACT15A-00001 are hereby incorporated into this Task Order and remain in full effect. All applicable contract clauses and terms must also be incorporated into all applicable subcontract agreements.

UAS Integration Office
Draft Project Statement of Work (SOW)

Unmanned Aircraft System (UAS) Traffic Management (UTM)

Field Test (UFT)

Statement of Work

Contractor: Griffiss/NY

[Date]

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1. BACKGROUND

Operators of Unmanned Aircraft UAS are continuously exercising new, beneficial applications for their operations, including activities such as goods delivery, infrastructure inspection, search and rescue, and agricultural monitoring. Currently, limited infrastructure is in place to support management of the continuing expansion of UAS operations within the National Airspace System (NAS). Incorporation of UAS operations of increasing density and complexity, particularly those flown Beyond Visual Line of Sight (BVLOS), presents a variety of novel challenges. Implementation of a safe and efficient UTM service environment, including supporting infrastructure, is necessary to enable the incorporation of routine BVLOS operations in low-altitude airspace (below 400 feet Above Ground Level [AGL]).

1.1 Scope of Work

This project is to conduct a demonstration of UTM capabilities utilizing multiple USS's to safely operate multiple UAS in various environments for the purpose of assessing current UTM technology and informing future UTM functionality. The demonstration will be preceded by the development of a test plan to assess all the relevant elements of the UTM identified in the ConUse documents in as realistic real-world environment as possible based on safety constraints and resource limitations. At least two shakedown events will be conducted to exercise the planned tests prior to the final demonstration event to identify any issues with the system of test approaches and gather information on modifications required for the final demonstration.

The NYUASTS will provide all the necessary manpower, infrastructure, and equipment to conduct the development and demonstrations in accordance with the test plan. FAA and other approved agency representatives will be invited to witness the intermediate and final demonstrations. A final report will be submitted that summarizes the scope of the testing, results of the demonstration, and lessons learned from the program.

2. TASKS

The Contractor must perform the following tasks during this effort:

- **Task 1 - Project Initiation**

1.1 Participate in the contract kickoff meeting with NextGen Technology Development & Prototyping Division (ANG-CS). Provide briefing about the project to be executed.

1.2 Create and submit an Integrated Master Schedule (IMS).

1.3 Develop a test plan to address the technology demonstration areas identified in the ConUse document identifying key area of development required for the effort

1.4 Develop and maintain a system overview / block diagram of the system elements used as part of the demonstrations including USS, DSS, SDSP, communications, data collection, UAS, etc.

- **Task 2 – System Configuration and Implementation**

2.1 Develop a system capable of conducting all planned testing including multiple USS's, DSS, communications capabilities, networking infrastructure, weather information, UAS's, data collection capabilities, interface to FAA FIMS, and any other necessary functionality.

Develop and maintain a system block diagram of the implemented system.

2.2 Develop and deliver the USS Checkout Package that documents the initial technical onboarding of each USS partner to ensure all service providers have submitted necessary documentation for issuance of security certificate in accordance with UFT requirements for identity and access management and results from connectivity tests between the USS and FAA APL

2.3 Conduct the necessary testing to verify the desired functionality of each system element and that all necessary connectivity and interface function as required.

- **Task 3 – Test Planning/ Scenario Development**

3.1 Develop a test plan and associated test cards describing the execution plan of all tests planned for the final demonstration. The test cards should include all necessary information for the planning and execution of each test including those required as part of the safety plan and any data recording or analysis requirements. These test cards should be updated based on integration and shakedown testing and maintained throughout the program with the final version used as part of the final demonstration.

3.2 Deliver a UFT Test Plan Package including background, objectives, execution approach (to include roles and responsibilities, frequency management, airspace management, and simulations, if any), data collection, safety considerations, and stakeholder collaboration strategy. The package must describe the testing to be conducted at each customer event (Shakedown# I, Shakedown #2, and Final Test and Evaluation Event).

- **Task 4 – Safety Plan**

4.1 Develop a safety plan utilizing the NUAIR SMS system identifying all significant risks and implementing a mitigation strategy to lower the overall risk to an acceptable level in accordance with NYUASTS standards. Deliver a Safety Case Report that includes the identification of potential hazards and risks, assessment of identified risks including likelihood and severity, and risk controls/mitigations to be applied to reduce risk to acceptable levels.

4.2 Include a safety assurance section in each test card which documents all required safety provisions for that test. Conduct an independent safety review board (ISRB) including the review of all test cards prior to the first conduct to Shakedown #I and subsequently when significant changes are made to any test cards.

- **Task 5 – Shakedown Testing**

5.1 Conduct two shakedown tests lasting up to 5 test days to validate the test cards and assess system performance to the test expectation. FAA shall be invited to witness all shakedown testing events and shall be notified at least 15 days prior to the start of testing.

5.2 Document the results of each shakedown test event summarizing the ability of the test cards to achieve the desired test conditions and the ability of the system to perform as anticipated. The shakedown report shall include, at a minimum, high-level testing results and unresolved problems related to initial testing of basic functionalities, related to connectivity of all service providers to the UTM ecosystem, including data collected in accordance with the Data Management Plan provided by the FAA.

5.3 A list of action items will be generated during each shakedown test and tracked through final disposition to capture the scope of work required during the test recovery phase prior to the next test event.

- **Task 6 – UTM Flight Test Event**

6.1 Conduct all necessary planning and preparation for the final test and demonstration event including notification of the FAA 15 days prior to the scheduled event.

6.2 Conduct a Readiness Review prior to the start of the Flight Test Event to determine state of test readiness to conduct the Flight Test. Deliver a Readiness Review package at least five days prior to the start of testing which identifies, and documents resolution of any shakedown issues and any problem tracking reports. The readiness package includes the assessment technical and operational readiness assessment of all field test systems and industry partners.

6.3 Conduct the UTM Flight Test event in accordance with the final version of all test cards and in accordance with the test plan. Collect and record all data necessary for generation of the final report and all post-test analysis requirements. Expected duration of the test event is up to 5 days.

- **Task 7 – Reporting to ANG**

7.1 Monthly Project Progress Reports - ANG will provide template.

7.2 Quarterly Project Management Review (PMR) Briefings - ANG will provide template.

7.3 Final Report- Prepare Final Report and provide to ANG for review and acceptance. The Final Report should include:

- Executive Summary
- Background
- Project Objective
- Approach
- Demonstration/ Verification Results
- Challenges
- Lessons Learned
- Recommendations

7.4 Final Project Presentation - Prepare final project briefing and present to ANG. Presentation should include all components from Final Report.

3. MILESTONES

The following table presents the critical milestones associated with this project.

Table 1. Project Milestones

Milestone	Current Due Date	New Due Date
Contract Award	1 June 2022	No change
Kickoff Meeting	2 Weeks After Receipt	No change

	of Order (ARO)	
Test Plan with initial Test Cards	2 months ARO	January 20, 2023
USS Checkout Package	2 ½ months ARO	January 20, 2023
Safety Case Report	2 months ARO	January 20, 2023
Shakedown 1 Report	3 ½ months ARO	February 17, 2023
Shakedown 2 Report	4 ½ months ARO	March 24, 2023
Readiness Review Package	5 months ARO	March 24, 2023
Final Report	9 months ARO	April 30, 2023

4. Certificate of Authorization (COA)

[Placeholder for the addition of COA information]

5. PERIOD OF PERFORMANCE

The Period of Performance of this project is date of Task Order Award (anticipated June 2022) through May 31, 2023.

6. PLACE OF PERFORMANCE

The contractor must perform the work as described within this SOW at the following locations:

- NYUASTS and surrounding environments (Rome, NY)
- NY Department of Homeland Security and Emergency Services (DHSES) Training Facility (Oriskany, NY)

7. TRAVEL & OTHER DIRECT COSTS (ODCs)

The FAA anticipates travel during performance of this task. The contractor must notify the FAA 15 days in advance of each trip for awareness.

ODC's are incidental items needed to conduct the requirements associated with this SOW.

Travel & ODCs for this Firm Fixed Price contract are included and will not be separately approved.

8. LABOR CATEGORIES

In accordance with the proposal, the following main labor categories (not all inclusive) for this project is as follows:

Table 2: Main Labor Category Requirements

Main Labor Categories	
UAS Subject Matter Expert	Safety Manager
Program Manager	Airworthiness Manager
UAS Pilot/Operator	Visual Observer

Technical Subject Matter Expert	

9. DELIVERABLES

The Contractor must provide the following deliverables (per Table 3), in a format proposed by the contractor and agreed to by FAA as defined below.

Table 3: Project Deliverables

Deliverable	Current Due Date	New Due Date
Kick-off Meeting Briefing (Task 1.1)	Contract Award Date (CAD) + 30 days	No Change
Integrated Master Schedule (Task 1.2)	CAD + 30 days	No change
Test Plan with initial Test Cards (Task 3.2)	CAD + 60 days	January 20, 2023
USS Checkout Package (Task 2.2)	CAD + 75 days	January 20, 2023
Safety Case Report (Task 4.1)	CAD + 60 days	January 20, 2023
Shakedown 1 Report (Task 5.2)	CAD + 100 days	February 17, 2023
Shakedown 2 Report (Task 5.2)	CAD + 140 days	March 24, 2023
Readiness Review Package (Task 6.2)	CAD + 160 days	March 24, 2023
Monthly Project Progress Reports (Task 7.1)	Due within 15 days after the reporting month ends	No change
Quarterly Project Management Review Briefings (Task 7.2)	Due within 30 days after the end of each Government fiscal quarter	No change
Final Report (Task 7.3)	End of Period of Performance (PoP)	April 30, 2023
Final Project Presentation Briefing (Task 7.4)	End of PoP	April 30, 2023

10. PAYMENT SCHEDULE

The relationship between payments and deliverables is detailed below in Table 4.

Table 4: Payment Schedule

Invoice #	Deliverable	Invoice Amount/%	Current Due Date
001	Test Plan with initial Test Cards submitted	$63,454 / 9.5%	30 days after Receipt of Invoice (ARI)
002	Shakedown 1 Report submitted	$256,246 / 38.2%	30 days ARI
003	Readiness Review Package submitted	$147,070 / 21.9%	30 days ARI

004	Final Report submitted	$204,347 / 30.4%	30 days ARI
	Total Task Order Value	$671,117	

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 50

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. DATE OF ORDER	2. CONTRACT NO. (If any)	3. ORDER NO.	4. REQUISITION/REFERENCE NO.
	DTFACT15A-00001	697DCK-22-F-01245	WA-22-04778

5. ISSUING OFFICE (Address correspondence to)
FEDERAL AVIATION ADMINISTRATION
AAQ-500 - REGIONAL ACQUISITIONS
10101 HILLWOOD PARKWAY
FORT WORTH TX 76177-1524

6. SHIP TO:
a. NAME OF CONSIGNEE
W693190M

b. STREET ADDRESS
693190 DOT FAA
MAILROOM FL 1
800 INDEPENDENCE AVE SW
WASHINGTON DC 205910001

c. CITY	d. STATE	e. ZIP CODE
WASHINGTON	DC	205910001

7. TO:
a. NAME OF CONTRACTOR
ONEIDA NY COUNTY OF

b. COMPANY NAME

c. STREET ADDRESS
592 HANGAR RD STE 200

d. CITY	e. STATE	f. ZIP CODE
ROME	NY	13441-4522

f. SHIP VIA

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.

☒ b. DELIVERY

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATIONS DATA
See Schedule

10. REQUISITIONING OFFICE
AFS-80 UAS Integration Office

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED

12. F.O.B. POINT	13. PLACE OF a. INSPECTION	13. PLACE OF b. ACCEPTANCE	14. BILL OF LADING NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
	Destination	Destination		03/31/2023	PROMPT NET 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Signature of Representative of Oneida County, Griffiss International Airport Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h). TOTAL (Cont. pages)
			$671,117.43

21. MAIL INVOICE TO:

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME: FAA AAC ACCTG OFC

b. STREET ADDRESS (or P.O. Box): DOT/FAA AMZ-110
PO BOX 25710
OKLAHOMA CITY OK 73125

c. CITY	d. STATE	e. ZIP CODE	17(i). GRAND TOTAL
OKLAHOMA CITY	OK	73125	$671,117.43

22. CONTRACTING AUTHORITY
BY (Signature): kristin tucker frantz Digitally signed by kristin tucker frantz Date: 2022.06.29 09:47:39 -04'00'

23. NAME (Typed)
Kristin T. Frantz
TITLE: CONTRACTING/ORDERING OFFICER

APPROVED
ONEIDA COUNTY ATTORNEY
BY _____
ASST ONEIDA COUNTY ATTORNEY

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
	DTFACT15A-00001	697DCK-22-F-01245

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	1) Task Order 697DCK-22-F-01245 under Master Agreement DTFACT15A-00001 is hereby issued. The contractor must perform the work as detailed in the attached Statement of Work for UTM Field Tests. 2) This is a First Fixed Price task order, the total not to exceed $671,117.43. 3) Period of Performance for this Task Order is from 7/1/2022 - 3/31/2023. 4) The Contracting Officer Representative is Vishal Gupta (609-338-9923) COR / Tech Rep: GUPTA, VISHAL Delivery Location Code: W693190M W693190M 693190 DOT FAA MAILROOM FL 1 800 INDEPENDENCE AVE SW WASHINGTON DC 205910001 US Period of Performance: 07/01/2022 to 03/31/2023					
00001	Funding to support the UTM Field Test Activities at New York/Griffiss UAS Test Site Task order is fully funded POP- 07/01/2022 through 03/31/2023 Electronic & IT: 03 Project Data: 1220WA5424B.00.WB1040.WAG5310000.25101 .03/30/2022.12282A0200.1A09B0 Accounting Info: 12282A0200.2022.0FF61A09B0.WAG5310000. 25101.61006600.0000000000.0000000000.0 000000000.0000000000 acct1: 12282A0200 acct2: 2022 acct3: 0FF61A09B0 acct4: WAG5310000 acct 5: 25101 acct6: 61006600 Funded: $671,117.43 Continued ...				671,117.43	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION	PAGE	OF PAGES
	3	50

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DATE OF ORDER	CONTRACT NO.	ORDER NO.
	DTFACT15A-00001	697DCK-22-F-01245

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The total amount of award: $671,117.43. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

Task Order

Master Agreement No.: DTFACT15A-00001
Task Order No.: 697DCK-22-F-01245
Project Title: Unmanned Aircraft Systems (UAS) Traffic Management (UTM) Field Test (UFT)
Period of Performance: July 1, 2022 – March 31, 2023

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To the extent permitted by state law, the parties agree that the FAA assumes no liability under the task order for any losses arising out of any action or inaction by the Contractor or its employees, affiliates, contractors, agents, or any person or entity otherwise acting on its behalf (collectively the Contractor's Representatives). The parties agree that the Contractor assumes no liability under the task order for any losses arising out of any action or inaction by the FAA or its agents, officers, employees, or representatives, provided however, that this limitation of liability does not apply to or limit the liability provided for in the Indemnity clause. The Contractor agrees to reimburse the FAA for any damage to or destruction of FAA property caused by the Contractor or the Contractor's Representatives arising out of activities under the task order to the extent permitted by law. Claims for damages against the FAA of any nature whatsoever pursued under the task order must be limited to direct damages only up to the aggregate amount of the funding obligated under the task order at the time the dispute arises. In no event must the FAA be liable for claims for consequential, punitive, special, or incidental damages, lost profits, or other indirect damages.

7.4. Indemnity

To the extent permitted by state law, the Contractor agrees to indemnify and hold harmless the Government and its agents, officers, employees, and representatives (the Indemnified Parties) from and against all claims, demands, damages, liabilities, losses, suits, judgements, including the costs and expenses incident thereto (collectively, Claims), that may accrue against, be suffered by, be charged to, or be recoverable from the Indemnified Parties arising out of acts or omissions of the Contractor or Contractor's Representatives in connection with the task order – including but not limited to the Contractor's interactions with UAS operators – except to the extent the Contractor has fully complied with the material terms of any agreement resulting from the SIR and the Indemnified Parties are the primary and proximate cause of the Claims for which the Indemnified Parties seek indemnification. Even if the Contractor has fully complied with the material terms of the task order, and the Indemnified Parties are the primary and proximate cause of the Claims for which the Indemnified Parties seek indemnification, the Contractor must indemnify and hold harmless the Indemnified Parties only to the extent that such Claims arise out of acts or omissions of the Contractor or the Contractor's Representatives. The FAA agrees to hold harmless the Contractor or the Contractor's Representatives for Claims only to the extent that such claims arise out of acts or omissions of the Indemnified Parties. The FAA will provide reasonably timely written notice to the Contractor of all Claims and will cooperate with the Contractor to facilitate the defense or settlement of all Claims; however, the Contractor's obligations in this article are not contingent upon the FAA's doing so.

8. Contract Type and Award Amount

This Task Order is a Firm, Fixed-Price type. The total award amount is $671,117.43. The Task Order is fully funded.

9. Milestones and Milestone Payments

The FAA will pay invoices once the following milestone activities are completed satisfactorily:

Invoice #	Deliverable	Invoice Amount/%	Due Date
1	Test Plan with initial Test Cards submitted	$63,454 / 9.5%	30 days After Receipt of Invoice (ARI)
2	Shakedown 1 Report submitted	$256,246 / 38.2%	30 days ARI
3	Readiness Review Package submitted	$147,070 / 21.9%	30 days ARI
4	Final Report submitted	$204,347 / 30.4%	30 days ARI
	Total Task Order Value	$671,117	

10. Enhancements

The Contractor must provide all services to satisfy the FAA's requirements as proposed in response to the SIR for UFT, including any and all areas where the Technical Approach proposed in response to Factor 1 exceeded or enhanced the FAA's minimum requirements, without exception. Should the Contracting Officer determine that an ambiguity or conflict exists between the FAA's requirements and the proposed enhancement implementation, the Contracting Officer, COR, and the Contractor must review, discuss and resolve the conflict, as necessary.

11. Attachments
Attachment A: UFT Statement of Work NY
Attachment B: UFT Concept of Use (CONUSE) Document

All other sections and terms contained in OTA DTFACT15A-00001 are hereby incorporated into this Task Order and remain in full effect. All applicable contract clauses and terms must also be incorporated into all applicable subcontract agreements.

1.6 Contractor SOW

Federal Aviation Administration NextGen Technology Development & Prototyping Division (ANG-C5)

Unmanned Aircraft Systems (UAS) Traffic Management (UTM) Field Test (UFT) Statement of Work

Contractor:

New York Unmanned Aerial Systems Test Site (NYUASTS)

16 May 2022

1. BACKGROUND

Operators of Unmanned Aircraft UAS are continuously exercising new, beneficial applications for their operations, including activities such as goods delivery, infrastructure inspection, search and rescue, and agricultural monitoring. Currently, limited infrastructure is in place to support management of the continuing expansion of UAS operations within the National Airspace System (NAS). Incorporation of UAS operations of increasing density and complexity, particularly those flown Beyond Visual Line of Sight (BVLOS), presents a variety of novel challenges. Implementation of a safe and efficient UTM service environment, including supporting infrastructure, is necessary to enable the incorporation of routine BVLOS operations in low-altitude airspace (below 400 feet Above Ground Level [AGL]).

1.1 Scope of Work

This project is to conduct a demonstration of UTM capabilities utilizing multiple USS's to safely operate multiple UAS in various environments for the purpose of assessing current UTM technology and informing future UTM functionality. The demonstration will be preceded by the development of a test plan to assess all the relevant elements of the UTM identified in the ConUse documents in as realistic real-world environment as possible based on safety constraints and resource limitations. At least two shakedown events will be conducted to exercise the planned tests prior to the final demonstration event to identify any issues with the system of test approaches and gather information on modifications required for the final demonstration.

The NYUASTS will provide all the necessary manpower, infrastructure, and equipment to conduct the development and demonstrations in accordance with the test plan. FAA and other approved agency representatives will be invited to witness the intermediate and final demonstrations. A final report will be submitted that summarizes the scope of the testing, results of the demonstration, and lessons learned from the program.

2. TASKS

The Contractor must perform the following tasks during this effort:

- **Task 1 – Project Initiation**

1.1 Participate in the contract kickoff meeting with **NextGen Technology Development & Prototyping Division (ANG-C5).** Provide briefing about the project to be executed.

1.2 Create and submit an Integrated Master Schedule (IMS).

1.3 Develop a test plan to address the technology demonstration areas identified in the ConUse document identifying key area of development required for the effort

1.4 Develop and maintain a system overview / block diagram of the system elements used as part of the demonstrations including USS, DSS, SDSP, communications, data collection, UAS, etc.

- **Task 2 – System Configuration and Implementation**

2.1 Develop a system capable of conducting all planned testing including multiple USS's, DSS, communications capabilities, networking infrastructure, weather information, UAS's, data

collection capabilities, interface to FAA FIMS, and any other necessary functionality. Develop and maintain a system block diagram of the implemented system.

2.2 Develop and deliver the USS Checkout Package that documents the initial technical onboarding of each USS partner to ensure all service providers have submitted necessary documentation for issuance of security certificate in accordance with UFT requirements for identity and access management and results from connectivity tests between the USS and FAA API.

2.3 Conduct the necessary testing to verify the desired functionality of each system element and that all necessary connectivity and interface function as required.

- **Task 3 – Test Planning / Scenario Development**

3.1 Develop a test plan and associated test cards describing the execution plan of all tests planned for the final demonstration. The test cards should include all necessary information for the planning and execution of each test including those required as part of the safety plan and any data recording or analysis requirements. These test cards should be updated based on integration and shakedown testing and maintained throughout the program with the final version used as part of the final demonstration.

3.2 Deliver a UFT Test Plan Package including background, objectives, execution approach (to include roles and responsibilities, frequency management, airspace management, and simulations, if any), data collection, safety considerations, and stakeholder collaboration strategy. The package must describe the testing to be conducted at each customer event (Shakedown #1, Shakedown #2, and Final Test and Evaluation Event).

- **Task 4 – Safety Plan**

4.1 Develop a safety plan utilizing the NUAIR SMS system identifying all significant risks and implementing a mitigation strategy to lower the overall risk to an acceptable level in accordance with NYUASTS standards. Deliver a Safety Case Report that includes the identification of potential hazards and risks, assessment of identified risks including likelihood and severity, and risk controls/mitigations to be applied to reduce risk to acceptable levels.

4.2 Include a safety assurance section in each test card which documents all required safety provisions for that test. Conduct an independent safety review board (ISRB) including the review of all test cards prior to the first conduct to Shakedown #1 and subsequently when significant changes are made to any test cards.

- **Task 5 – Shakedown Testing**

5.1 Conduct two shakedown tests lasting up to 5 test days to validate the test cards and assess system performance to the test expectation. FAA shall be invited to witness all shakedown testing events and shall be notified at least 15 days prior to the start of testing.

5.2 Document the results of each shakedown test event summarizing the ability of the test cards to achieve the desired test conditions and the ability of the system to perform as anticipated. The shakedown report shall include, at a minimum, high-level testing results and unresolved problems related to initial testing of basic functionalities, related to connectivity of all service providers to

the UTM ecosystem, including data collected in accordance with the Data Management Plan provided by the FAA.

5.3 A list of action items will be generated during each shakedown test and tracked through final disposition to capture the scope of work required during the test recovery phase prior to the next test event.

- **Task 6 – UTM Flight Test Event**

6.1 Conduct all necessary planning and preparation for the final test and demonstration event including notification of the FAA 15 days prior to the scheduled event.

6.2 Conduct a Readiness Review prior to the start of the Flight Test Event to determine state of test readiness to conduct the Flight Test. Deliver a Readiness Review package at least five days prior to the start of testing which identifies and documents resolution of any shakedown issues and any problem tracking reports. The readiness package includes the assessment technical and operational readiness assessment of all field test systems and industry partners.

6.3 Conduct the UTM Flight Test event in accordance with the final version of all test cards and in accordance with the test plan. Collect and record all data necessary for generation of the final report and all post-test analysis requirements. Expected duration of the test event is up to 5 days.

- **Task 7 – Reporting to ANG**

7.1 Monthly Project Progress Reports - ANG will provide template.

7.2 Quarterly Project Management Review (PMR) Briefings - ANG will provide template.

7.3 Final Report – Prepare Final Report and provide to ANG for review and acceptance. The Final Report should include:

- Executive Summary
- Background
- Project Objective
- Approach
- Demonstration / Verification Results
- Challenges
- Lessons Learned
- Recommendations

7.4 Final Project Presentation – Prepare final project briefing and present to ANG. Presentation should include all components from Final Report.

3. MILESTONES

The following table presents the critical milestones associated with this project.

Table 1. Project Milestones

Milestone	Due Date
Contract Award	1 June 2022 (assumed)
Kickoff Meeting	2 weeks After Receipt of Order (ARO)
Test Plan with initial Test Cards	2 months ARO
USS Checkout Package	2 ½ months ARO
Safety Case Report	2 months ARO
Shakedown 1 Report	3 ½ months ARO
Shakedown 2 Report	4 ½ months ARO
Readiness Review Package	5 months ARO
Final Report	9 months ARO

4. PERIOD OF PERFORMANCE

The Period of Performance of this project is date of Task Order Award through February 28, 2023.

5. PLACE OF PERFORMANCE

The contractor must perform the work as described within this SOW at the following locations:

- NYUASTS and surrounding environments (Rome, NY)
- NY Department of Homeland Security and Emergency Services (DHSES) Training Facility (Oriskany, NY)

6. TRAVEL & OTHER DIRECT COSTS (ODCs)

The FAA anticipates travel during performance of this task. The contractor must notify the FAA 15 days in advance of each trip for awareness.

ODC's are incidental items needed to conduct the requirements associated with this SOW.

Travel & ODCs for this Firm Fixed Price contract are included and will not be separately approved.

7. LABOR CATEGORIES

In accordance with the proposal, the following main labor categories (not all inclusive) for this project is as follows:

Table 2: Main Labor Category Requirements

Main Labor Category
UAS Subject Matter Expert
Program Manager
UAS Pilot/Operator
Safety Manager
Airworthiness Manager
Visual Observer
Technical Subject Matter Expert

8. DELIVERABLES

The Contractor must provide the following deliverables (per Table 3), in a format proposed by the contractor and agreed to by FAA as defined below.

Table 3: Project Deliverables

Deliverable	Due Date
Kick-off Meeting Briefing (Task 1.1)	Contract Award Date (CAD) + 30 days
Integrated Master Schedule (Task 1.2)	CAD + 30 days
Test Plan with initial Test Cards (Task 3.2)	CAD + 60 days
USS Checkout Package (Task 2.2)	CAD + 75 days
Safety Case Report (Task 4.1)	CAD + 60 days
Shakedown 1 Report (Task 5.2)	CAD + 100 days
Shakedown 2 Report (Task 5.2)	CAD + 140 days
Readiness Review Package (Task 6.2)	CAD + 160 days
Monthly Project Progress Reports (Task 7.1)	Due within 15 days after the reporting month ends
Quarterly Project Management Review Briefings (Task 7.2)	Due within 30 days after the end of each Government fiscal quarter
Final Report (Task 7.3)	End of Period of Performance (PoP)
Final Project Presentation Briefing (Task 7.4)	End of PoP

9. PAYMENT SCHEDULE

The relationship between payments and deliverables is detailed below in Table 4.

Table 4: Payment Schedule

Invoice #	Deliverable	Invoice Amount/%	Due Date
1	Test Plan with initial Test Cards submitted	$63,454 / 9.5%	30 days After Receipt of Invoice (ARI)
2	Shakedown 1 Report submitted	$256,246 / 38.2%	30 days ARI
3	Readiness Review Package submitted	$147,070 / 21.9%	30 days ARI
4	Final Report submitted	$204,347 / 30.4%	30 days ARI
	Total Task Order Value	$671,117	

Federal Aviation Administration

Version 1.0

March 29, 2022

Unmanned Aircraft System (UAS) Traffic Management (UTM) Field Test (UFT) Concept of Use (ConUse)

Federal Aviation Administration
NextGen Technology Development & Prototyping Division, ANG-C5
800 Independence Avenue SW
Washington, DC 20591

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Version History

Date	Revision	Version
3/6/2022	Initial Drafts	0.1-0.6
3/29/2022	Initial Release	1.0

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1 Introduction

1.1 Purpose

The Unmanned Aircraft System (UAS) Traffic Management (UTM) Field Test (UFT) project is a live flight test and collaboration activity for developing, expanding, and field testing industry and Federal Aviation (FAA) capabilities required to support UTM implementation. The project was announced in February 2022 and followed with an industry workshop conducted at the National Aeronautics and Space Administration (NASA) Ames Research Center in March 2022.

This UFT Concept of Use (ConUse) provides key information relevant to the project, serving as a framework to guide participating stakeholders during UFT activities in the exploration of interoperable capabilities and services relevant to UTM implementation.

1.2 Background

1.2.1 What Is UTM?

Operators of UAS are continuously exercising new, beneficial applications for their operations, including activities such as goods delivery, infrastructure inspection, search and rescue, and agricultural monitoring. Currently, limited infrastructure is in place to support management of the continuing expansion of UAS operations within the National Airspace System (NAS). Incorporation of UAS operations of increasing density and complexity, particularly those flown Beyond Visual Line of Sight (BVLOS), presents a variety of novel challenges. Implementation of a safe and efficient UTM service environment, including supporting infrastructure, is necessary to enable the incorporation of routine BVLOS operations in low-altitude airspace (i.e., below 400 feet Above Ground Level [AGL]).

UTM is the manner in which the FAA will support UAS operations conducted in low-altitude airspace. UTM utilizes industry's ability to supply services under the FAA's regulatory authority where these services do not currently exist. It is a community-based, cooperative traffic management system in which operators, UAS Service Suppliers (USSs), and other participants are responsible for the coordination, execution, and management of operations, with rules established by the FAA.

1.2.2 Development of UTM

To support UTM implementation, collaborative research and test activities have been established. These also support government, industry, and operator development of services and technologies that address the safety, efficiency, and interoperability needs applicable to a cooperatively managed traffic environment. This started with the UTM RTT Technical Capability Level (TCL) demonstration activities, which concluded in 2020. As technologies and capabilities were transferred to the FAA, the UTM Pilot Program (UPP) was established to support deployment of UTM capabilities within FAA systems. UPP also provided a collaborative environment for the FAA, NASA, industry, operators, and other stakeholders to test maturing services and systems in preparation for UTM implementation. UPP concluded in 2021 with the release of the Phase 2 final report.

UTM development and implementation establishes requisite services, roles and responsibilities, information architecture, data exchange protocols, software functions, infrastructure, and performance requirements to enable the management of low-altitude UAS operations.

1.2.3 UTM Architecture

Figure 1-1 provides a high-level depiction of the UTM ecosystem and supporting architecture.

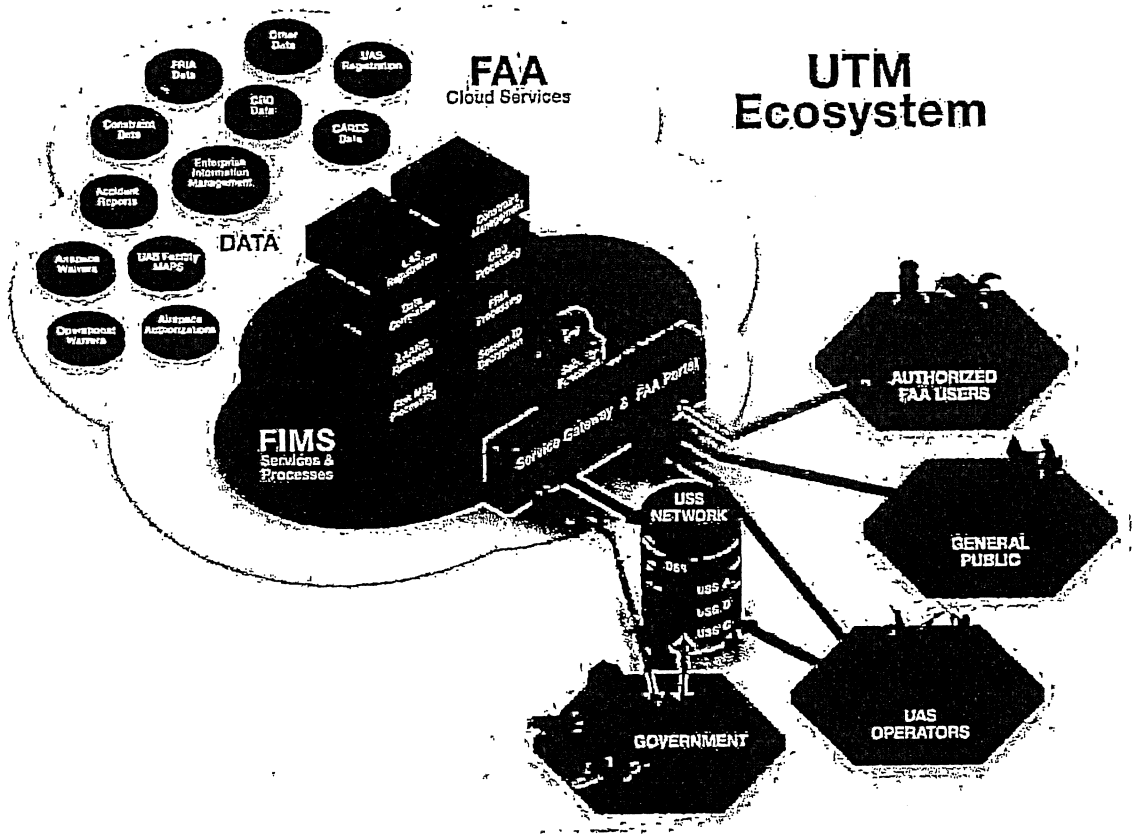

Figure 1-1: UTM Ecosystem Architecture

The FAA does not provide separation services to UTM operations, but as it maintains authority over the NAS and aircraft operating within it, information exchanges/coordination occur between FAA and external actors/systems. The FAA collects and retains applicable information on UAS operations and associated actors, as depicted in Figure 1-1. It is noted that the data identified within FAA Cloud Services in the figure does not represent all data utilized/exchanged between various UTM actors for cooperative traffic management purposes; it is the information which the FAA must collect/retain in execution of applicable responsibilities. Other actors and entities generate, exchange, and retain information as applicable/required to manage and execute UTM operations.

1.2.3.1 Actors

The various actors/stakeholders that may interact within the UTM ecosystem depicted in Figure 1-1 are summarized below.

- **FAA** – The FAA is the federal authority over aircraft operations in all airspace and the regulator and oversight authority for civil aircraft operations in the NAS. The FAA interacts with the UTM ecosystem for information and data exchange purposes as required via Flight Information Management System (FIMS) services.
- **UAS Operators** – The UAS operator is the person or entity responsible for the overall management of a UTM operation. The operator meets regulatory responsibilities, plans flight/operations, shares operational intent information, and safely conducts operations.
- **UAS Service Supplier (USS)** – A USS is an entity that assists UAS operators with meeting UTM operational requirements that enable safe and efficient use of airspace. A USS acts as a communications bridge between federated UTM actors to support operators' abilities to meet the regulatory and operational requirements for UAS operations. A USS can also provide the operator with demand data for a volume of airspace so that operators can ascertain the ability to efficiently conduct their mission. A USS can archive operations data in historical databases for analytics, regulatory, and operator accountability purposes. In general, these key functions allow for a network of USSs to provide cooperative management of low-altitude operations without direct FAA involvement. USSs exchange information with one another to enable UTM services. USS services support operations planning, intent sharing, strategic deconfliction, conformance monitoring, Remote Identification (ID), airspace authorization, airspace management functions, and management of off-nominal situations.
- **Government/Public Safety** – Public safety entities may act as UAS operators/Remote Pilots in Command (RPICs) for the planning and execution of public safety operations. When authorized, public safety entities can access UTM data using query capabilities such as the FAA's data correlation service. Data can be queried through dedicated portals or through Representational State Transfer (REST) Application Programming Interfaces (APIs).
- **General Public** – The general public can access data that is determined/required to be publicly available. Examples of such data includes Remote ID broadcast messages and UAS Facility Map (UASFM) data.
- **Authorized FAA Users** – FAA personnel that are authorized to use UTM query capabilities can access UTM data from USSs and the FAA (e.g., through the FAA's data correlation service). Data can be queried through dedicated portals or through REST APIs.

1.2.3.2 Services and Supporting Infrastructure

The following summarizes key elements of the UTM ecosystem as depicted in Figure 1-1.

- **Flight Information Management System (FIMS)** – FIMS is a collection of FAA services that support information exchanges between UTM participants/stakeholders and the FAA. FIMS is a core component of the UTM ecosystem.
- **Supplemental Data Service Provider (SDSP)** – Operators and USSs can access an SDSP for essential or enhanced services, including terrain and obstacle data, specialized weather data, and surveillance information. An SDSP may connect to the USS network or directly to operators through other means.
- **Discovery and Synchronization Service (DSS)** – The DSS is a service that enables USSs to discover other USSs with which data exchange is required and ensure that USSs use current and consistent entity data.
- **USS Network** – A USS network is the amalgamation of USSs connected to each other, exchanging information on behalf of subscribed operators. The USS network shares operational intent data and other relevant details across the network to ensure shared situational awareness for UTM participants. Multiple USSs can operate in the same geographical area. The USS network must implement a shared paradigm with operator agreed upon methods for deconfliction and negotiation, as well as standards for the efficient and effective transmission of intent and changes to intent. This reduces risk to operators and improves the overall capacity and efficiency in the shared space. The USS network is also expected to facilitate the ready availability of data to the FAA and other entities, as required, to ensure safe operations of the NAS and any other collective information sharing functions, including security and identification.

1.2.4 Use of UTM Services

UTM operators are responsible for identifying unexpected operational conditions or flight hazards that may affect their operation. This information is collected and assessed both prior to and during the operation to ensure safe conduct of the flight. USSs support operator responsibilities, when operators are subscribed to one or more services from a USS, by supplying airspace information (e.g., advisories, constraints), operational intent, weather, and other relevant data. Near real-time notifications are provided through the USS network and made available to subscribed users regarding traffic, weather, and other hazards pertinent to low-altitude flight.

Operators monitor for aircraft nonconformance, and onboard equipment failures or degradation. For situations where corrections cannot be made, operators are responsible for notifying affected airspace users as soon as practical and executing a predictable response. USSs assist operators in providing tracking and conformance monitoring capabilities and notifying affected airspace users when an event occurs.

The set of services utilized by a particular UTM operator may vary based on the type and location of the intended operation; associated communication, navigation, and surveillance needs; and other operational needs. Examples of varying use of services include the following.

- A VLOS operator planning a daytime real estate photography flight may use services such as registration and airspace authorization (if in controlled airspace) while opting to use visual means of maintaining separation from other aircraft.

- A VLOS operator planning a night-time thermal mapping mission uses registration and airspace authorization services similar to the real estate mission. However, due the presence of nearby BVLOS operations, they utilize intent sharing and strategic deconfliction services to maintain separation from other UA.
- A BVLOS operator in a suburban environment near other VLOS and BVLOS operations uses intent sharing and strategic deconfliction services to cooperatively separate from the other UAS using similar services. Additionally, they may use supplemental service, on-board technologies, and/or other operator-supplied capabilities to identify those VLOS UAS in their vicinity who have opted to not create/share intent information. The BVLOS operator is able to obtain information that allows them to determine potential in-flight conflicts and take action to adjust as necessary.

1.3 Scope

This document provides a project overview of UFT, highlighting capabilities relevant to test activities, principles and assumptions, and stakeholders.

Following this, key operational concepts are provided. It is recommended that readers are familiar with the FAA UTM Concept of Operations (ConOps) version 2.0 [1], as the document provides foundational details that this document leverages with the assumption of reader familiarity. Key concepts of note to UFT include the UTM architecture, an overview of UTM operations to be examined during UFT in environments of varying complexity, airspace authorization information exchanges, operational intent and its use for cooperative traffic management, operational constraint information, conflict management, operational priority, and security considerations for the UTM ecosystem.

The document concludes with a set of scenarios relevant to industry-government collaboration. These scenarios are not assumed to be all encompassing or finalized for UFT. Rather, they serve as a framework for discussion and input from industry and other participants to ensure UFT simulation, flight, and data collection activities adequately explore the appropriate services and their interoperability, providing a means to progress and mature associated services, technologies, and standards for UTM implementation.

2 UFT Project Overview

UFT is executing flight test activities to test UTM services and inform development of capabilities and standards that support the UTM ecosystem. This project engages with industry and government stakeholders to continue advancing the UTM framework and manage the increasing use of small UAS at low altitudes in the NAS. The project will explore emerging UTM services to support BVLOS policy development and routine low-altitude BVLOS UAS operations in multiple environments, including operations over people and at night.

The project leverages knowledge and lessons learned from development and test activities to date. The goal is to execute a targeted evaluation of UTM capabilities and services supported by industry proposed standards, as well as test updated functionalities and security management for information exchange between FAA, industry, and authorized entities. UFT will also explore future concept elements that may not yet be addressed within current/proposed standards.

Key test elements will include strategic deconfliction from other UAS in varying complexity and operating environments in compliance with industry standards, such as version 1.0 of the ASTM USS Interoperability Standard [2]. Test activities will involve information exchanges supporting advanced in-flight UTM services to provide conformance monitoring, in-flight rerouting, and priority flight operations. UFT will validate enhancements to FAA enterprise services, including an updated Identity and Access Management (IAM) framework to ensure security of information exchanges among the FAA, industry, and authorized entities.

2.1 Principles for UFT Project

Table 2-1 provides guiding principles for the planning and execution of UFT activities for the duration of the project.

Table 2-1: UFT Principles

#	Principle
1	UFT tests industry and FAA services that will support UTM operations in the NAS.
2	UFT participants (e.g., FAA, USS, operators, RPICs, public safety) share/exchange information as required during flight/simulation activities.
3	UFT participants, including USSs and other stakeholders, may explore the use of additional interoperable capabilities beyond those noted in the UFT ConUse.
4	UFT collects data relevant to analysis of performance metrics for UTM operations, services, information exchanges, etc.
5	UFT tests industry capabilities and standards relating to cooperative traffic management, including planning/deconfliction services and associated information exchanges.
6	The results of UFT activities will inform the FAA regulatory framework for conducting UTM operations beyond what is permitted today.

2.2 Assumptions for UFT

Table 2-2 identifies baseline assumptions that apply for UFT concepts and scenarios.

Table 2-2: UFT Conceptual Assumptions

#	Assumption	Focal Area
1	Operations conducted as part of UFT may be conducted over people, during the day, at night, within VLOS, and BVLOS.	Operations
2	Unmanned Aircraft (UA) flown in support of UFT activities meet applicable operating rules and regulations.	
3	UTM operations are flown at or below 400 feet AGL.	Operating Environment
4	UFT operations may be conducted in various types of locations, including rural, suburban, and urban areas.	
5	UFT operators acting as BVLOS operators utilize cooperative separation services.	UFT Operator Roles
6	UFT operators acting as VLOS operators may have mixed levels of use of UTM services.	
7	USSs participating in UFT utilize available standards (draft or released) to support cooperative separation practices.	Interoperability
8	Operators and USSs participating in UFT resolve detected conflicts in accordance with an agreed upon set of cooperative operating practices.	
9	Certain UTM operations conducted as part of UFT activities may be considered to have priority over other UTM operations.	Priority
10	UFT examines how authorized entities can submit data correlation requests to the FAA.	Data Correlation
11	A UAS constraint may restrict access to airspace for some or all operations, or it may be informational.	UAS Constraints
12	Operators (and their supporting USS) assess UAS constraints to determine if conflicts exist with their intended operation.	
13	Operators deconflict from restrictive UAS constraints.	
14	Operators may deconflict from informational UAS constraints.	

2.3 Project Capabilities

UFT will exercise various capabilities through development, checkout, simulation, and flight activities. The capabilities identified and descriptions provided below serve as a framework for exploration and should not be considered a comprehensive list. Participating stakeholders will work with the FAA and NASA to finalize the set of topics that will be focused on during UFT development and flight activities.

- **Capability 1: Industry Services Supporting UTM** – Low-altitude UAS missions conducted under UTM are diverse and may occur in various environments to provide commercial, recreational, and public safety benefits to all. UAS operators and supporting stakeholders leverage the use of various services under UTM prior to and during flight to safely conduct their operations under a cooperatively-managed ecosystem. Services utilized may vary depending on the type of operation and location of flight, and may include registration, airspace authorization, strategic deconfliction, conformance monitoring, operator messaging, in-flight replan/reroute, priority operation notification, constraint information (e.g., restrictions, obstacle, weather), surveillance, navigation, etc.
- **Capability 2: Planning and Coordination in Complex Operating Environments** – Operational planning and prioritization capabilities focus on the required information needs and data flows to enable appropriate management of operations in environments of varying complexity. Activities will test updates in the operation planning, coordination, and prioritization concepts and services. Considerations on operational complexity are detailed in Section 3.1.3.
- **Capability 3: Priority Status of Operational Intent** – Capabilities relevant to public safety operators support improved integration of public safety UAS operations within the UTM ecosystem and data flows in support of priority that may be associated with these operations.
- **Capability 4: Data Correlation Service Enhancements** – Data correlation focuses on correlating data from multiple sources against provided input parameters, e.g., Remote ID broadcast information and location-based parameters. There is emphasis on input parameters, data sources, and mechanisms to provision access based on user roles.
- **Capability 5: Identity and Access Management (IAM)** – The IAM capability focuses on applying processes, policies, and technologies to ensure that entities have the appropriate level of access to the resources within the UTM ecosystem. Applying a unified approach to IAM across multiple platforms aligns the system-to-system communication specifications and end user experience across UAS services.

2.4 Stakeholders

UFT includes a diverse set of stakeholders who fill various roles in the planning, execution, and reporting activities. Stakeholders include the FAA, FAA UAS test sites, commercial service providers (i.e., USSs and SDSPs), UAS operators (e.g., commercial, recreational, government), federal partners such as NASA, and public safety organizations.

3 UFT Operational Concept

This section provides key conceptual elements of UTM that are relevant to the UFT project. It is not intended to be a comprehensive overview of all facets of the UTM concept. Additional details can be found in the FAA UTM ConOps [1]. This document assumes general familiarity with the UTM concept as currently defined in the ConOps.

3.1 UFT Operations

Operations conducted under UFT are diverse and can include various types of operations (e.g., VLOS and BLVOS) to support various business cases, whether commercial, recreational, or for public safety purposes. Operating environments can vary from rural to urban, with flights occurring both day and night. Flight activities should be similar to real-world scenarios that are expected as UAS operations, including BVLOS operations, become more routine across the NAS. UFT examines operating environments of varying complexity.

3.1.1 UAS Missions and Business Cases

The types of missions conducted during UFT include VLOS flights, BVLOS flight operations over people, flights during the day, and flights at night.

Various types of business cases may be flown as operations conducted under UFT scenarios. The following list includes a set of sample cases that may be considered for use in scenarios. It is noted that this list is not an indication that participants must execute an exhaustive list of business cases during flight activities; rather, it is provided for potential down-selection considerations. UFT partners (e.g., UAS test sites, USSs, operators) will work with the FAA to establish a diverse operating environment to include various mission types.

- Delivery operations (e.g., last mile, hub and spoke)
- Infrastructure inspection (e.g., highway construction flyovers, building construction inspections, pipeline, railway, electrical lines)
- Rural operations (e.g., crop inspection, spray operations)
- Media operations
- Photography/videography (e.g., real estate, social media)
- Recreational operations
    - Learning to fly
    - Flight clubs
    - First Person View (FPV) races
- Public safety operations
    - Medical transport (e.g., medicine, blood, organ)
    - Search and Rescue (SAR)
    - Law Enforcement Officer (LEO) event monitoring

3.1.2 UFT Operating Environments

Operations may be conducted within a variety of operating environments. UFT partners select appropriate environments for flight/testing activities necessary to support exploration of the noted capabilities (see Section 2.3). The following list highlights environment characteristics that may be used during execution of UFT scenarios to support varying operational complexity (see Section 3.1.3) during UFT activities. Figure 3-1 and Figure 3-2 provide high-level visualizations of these characteristics, in combination with different types of operation and example missions.

- Remote/rural operating environment
  - Airspace in less populated areas
  - Class G airspace
- Suburban operating environment
  - Airspace near high population residential and commercial areas
  - Class C and/or D airspace, Class G under the shelf
- Urban operating environment
  - Airspace in a denser city environment (e.g., commercial/business district)
  - Class B airspace, Class G under the shelf
- Environments include daytime and nighttime

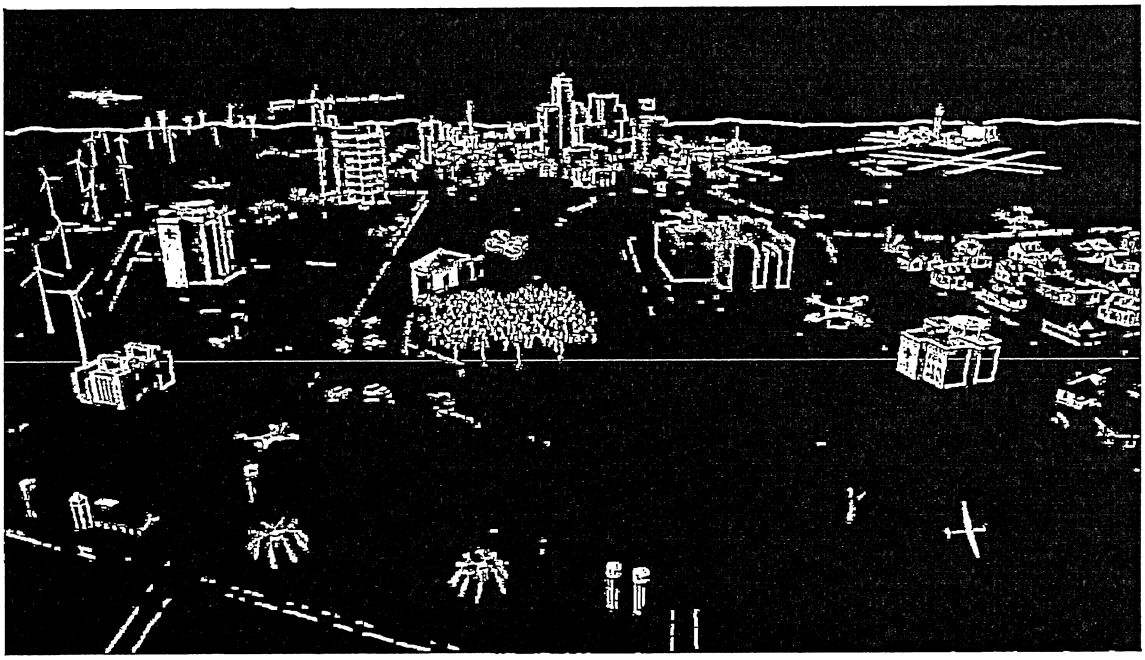

Figure 3-1: UFT Operating Environment – Daytime

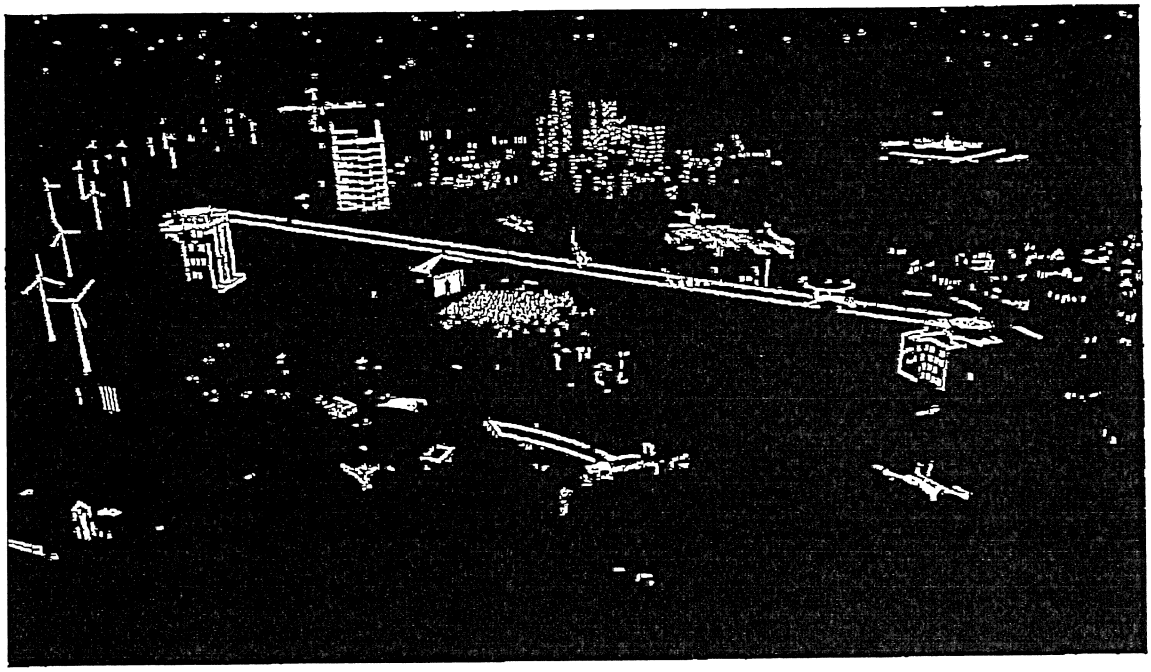

Figure 3-2: UFT Operating Environment – Nighttime

3.1.3 Operational Complexity During UFT Activities

Examining planning and coordination in complex operating environments is a focus of UFT. For the purposes of this document and associated UFT activities, operational complexity can be characterized through multiple perspectives, including the following.

- **Number of Interactions** – The number of interactions can be categorized by instances where one or more operations conflict with one another or constraints, driving the need for coordination, deconfliction, and other actions/activities.
- **Types of Interactions** – The types of interactions are categorized as the interactions between flights with varying types of operations as well as constraints. These interactions include:
  - BVLOS to BVLOS
  - BVLOS to VLOS
  - VLOS to VLOS
  - BVLOS to constraint
  - VLOS to constraint
- **Operational Tempo** – Operational tempo is categorized as the number of flights planned and flown in an operational area within a given time window. Lower or higher operational tempo may have varying impacts on operational complexity.

- **Operating Environment** – Operating environment includes the environment that operations are occurring within and the changes that may occur within that environment for various reasons (e.g., flight conditions, weather, obstacles). Examples of considerations for changes to an operating environment include:
  - Air or ground considerations that affect planning, equipage/service needs, etc. (e.g., tall buildings/obstacle impacts on Command and Control [C2] link and connectivity between UA, Ground Control Station [GCS], or USS).
  - Large variations in the flight conditions within the environment (e.g., local rapid change in weather or wind).

3.2 Airspace Authorization

In the UFT activities, a UAS operator subscribes to a USS and provides operational intent information while planning their flight. The USS uses the submitted intent information from the UAS operator and applicable UASFM data from the FAA to determine if an airspace authorization for the operation is required (i.e., part or all of the operation occurs within controlled airspace).

For operations in controlled airspace, the USS uses UASFM data to determine if the operation falls under the requirements for an airspace authorization, wherein the operation volume falls under the ceilings for applicable grids of the UASFM. If this requirement is met, automatic airspace authorization is provided to the operator by the FAA-delegated USS, relevant information is submitted to the FAA, and the FAA internally makes that information available to the Air Traffic Control (ATC) facility managing the airspace in which the UAS operation is occurring. Data related to the authorization can be displayed for applicable ATC personnel at their facility. Operations that do not fall under the category of preauthorized, as defined above, require further coordination with the FAA.

UFT will not explore the process of requesting further coordination for operations not automatically authorized as noted above.

3.3 Operational Intent Sharing

Operational intent is future operational position information, consisting of spatial and temporal data elements, that is exchanged between operators (via USS services) to support cooperative traffic management and is a key element of strategic deconfliction services. UTM operators utilizing strategic deconfliction services must define and share operational intent with other operators in their vicinity who are likewise using strategic deconfliction services. When shared, operational intent information is made available to applicable UTM stakeholders to promote situational awareness. Operational intent is submitted during planning and prior to flight but can be modified during flight and shared as an update.

Under UTM, industry currently defines operational intent for a unique flight as a set of Four-Dimensional (4D) volumes; a set can be one or more volumes. The set of volumes are sequenced one after another and follow the nominal intended flight path of the operation; the sequence denotes both spatial and temporal sequencing. The temporal sequencing results in only a few active volumes at a given time during the operation. Volumes downstream of the in-flight UA do not

activate until they are intended to be in use by the operator's UA, while upstream volumes that have been vacated by the operator's UA deactivate. A general visualization of this is provided in Figure 4-1 (Section 4.2.5, scenario 1). The intent of this approach is to minimize the occupation of airspace by the operator's UA at any given moment in time, increasing the efficiency of airspace management by operators and USSs.

3.4 Operational Constraints

A constraint is an impact to the capacity of a resource utilized by operators, defined with time and geographically specified airspace information. This information is exchanged within the UTM ecosystem and informs UAS operators, USSs, and other stakeholders about events that may require assessment/evaluation. A constraint may restrict access to airspace for some or all operations or may be informational in nature. In addition to shared operational intent of other UTM operations, constraint information is utilized by operators and their USS (when subscribed) to identify conflicts that may intersect their own operation. For a restrictive constraint, such as a Temporary Flight Restriction (TFR), operators not authorized to fly within the constraint resolve the conflict by adjusting their intent. For informational constraints, operators consider any overlap/conflict to determine if they need to deconflict (e.g., weather causing safety of flight concerns).

3.5 Conflict Management

Under UTM, UAS operators are responsible for maintaining separation between UA and from hazards (e.g., obstacles, terrain, constraints); the FAA does not provide ATC services to UTM operations[1]. Operators and supporting actors utilize conflict management processes to maintain separation between UA operating at low altitudes.

The purpose of conflict management is to limit operational risks to an acceptable level. It begins with strategic conflict management, wherein operators compare their operational intent against the intent of other operations and known operational constraints to identify and resolve future conflicts. Use of the USS network enables operators to exchange information and work from a shared operational data set. Operators and USSs utilize an agreed upon set of cooperative practices and business rules to resolve conflicts that have been identified.

Strategic conflict management is followed by tactical conflict management, wherein operators take action to avoid a conflict when strategic management fails or was not executed. Tactical processes are utilized by operators to detect and resolve conflicts that are expected to occur within a time horizon relatively shorter than what is considered when executing strategic management (e.g., conflicting intent/flight paths, constraints). Various means of executing tactical conflict management may be utilized, such as UTM services, self-provisioned services/capabilities, or on-board technologies. Tactical processes may also include use of agreed upon cooperative practices that allow one to identify pre-determined actions that other actors may take under a given set of conditions.

[1] Per FAA Job Order (JO) 7110.65 Chapter 2-1-1.e [3], ATC services are not provided for model aircraft operating in the NAS or to any UAS operating in the NAS at or below 400 feet AGL.

The last layer of conflict management is collision avoidance, wherein UA take appropriate actions to avoid a collision when strategic and tactical layers of management are no longer viable. The information exchanges, services, technologies, etc. that constitute UTM strive to avoid situations in which collision avoidance must be executed; as such, UFT focuses on the first two conflict management layers (strategic and tactical conflict management) described above.

3.6 Operational Priority

For UFT activities, certain UTM operations conducted may be considered to have higher priority than other UTM operations. Operators planning a higher priority operation are encouraged to deconflict from other operations if possible. If conflicts are created due to a higher priority operation, participants affected by the higher priority operation are expected to adjust their operational intent upon notification of the conflict with the higher priority operational intent. UFT activities will be used to gather data that may be used to inform future rulemaking related to operational priority for UTM.

3.7 Security

In addition to ensuring safety of operations, the security of operations is both an FAA priority of UTM and an expectation of the public. Information security refers to the protection against threats that stem from intentional acts (e.g., terrorism) or unintentional acts (e.g., human error), affecting people and/or property in the air or on the ground. UTM employs the use of strong information security measures to protect UTM systems and information from both external and internal security threats. Security risk management goals include balancing the needs and recognizing the potential burdens of added security on the members of the UTM community with the need to protect stakeholder interests and assets, including the FAA, public safety entities, NAS participants, and the general public. In the event of threats to aircraft or threats using aircraft, UTM provides relevant information and assistance to responsible authorities.

UFT activities will provide valuable insights for the FAA as it considers the necessary future security requirements for the UTM ecosystem. Previous FAA demonstrations and activities supporting the UTM concept have illustrated several baseline security layers in UTM, namely the requirement of Transport Layer Security (TLS) for all communications, the OAuth 2.0 framework, and digitally signed UTM messages. The activities in UFT will build upon and mature such research activities to further illustrate the effectiveness of security controls for UTM information exchanges. To secure the UTM ecosystem, the FAA has identified a number of security objectives that should be ensured for UTM information exchanges. These objectives include authorization, authentication, data integrity, non-repudiation, and confidentiality. UFT will evaluate several security features that address these security objectives, as described below.

The inclusion of digital signatures to UTM messages extends the security protections provided by TLS to the message level. The message-level protections from message signatures ensure authentication, data integrity, and non-repudiation for UTM information exchanges. These digitally signed messages are applied to system-to-system communications in the UTM ecosystem. The UFT will leverage a prototype Public Key Infrastructure (PKI) to provide digital certificates, which associate each digital signature with a specific UTM entity. With this approach, the receivers of all messages can validate the identity of the sender and the integrity of the message contents.

The PKI used for digitally signed messages can also support the encryption of messages to protect the data beyond the TLS protocol.

In addition to system-to-system security, users of the data correlation service in UFT will also require adequate security controls. To limit access to only authorized entities, the correlation service must be able to authenticate users making correlation queries. UFT will leverage a federated identity approach where users are authenticated by an identity provider rather than the service itself. In this approach, the identity provider will present proof of the user authentication transaction to the correlation service. After receipt of this information, the returned information from the correlation queries can be tailored to the permissions of the requestor. The results of correlation queries will provide the minimum, but adequate, amount of information to the requestors to perform their missions in order to enact the least privilege concept for UTM data sharing.

4 UFT Scenarios

Notional scenarios illustrating the breadth of the UFT concepts have been developed and are described in this section. Each scenario includes an overview, objectives, considerations, narrative, and operational views. The scenarios developed for UFT are summarized in Table 4-1.

Table 4-1: UFT Scenario Overview

Scenario ID	Name	Summary
UFT-1	UTM Operations in Environments of Varying Complexity	• Explores planning and execution in environments of varying complexity (e.g., numbers and types of interactions, operational tempo, and environment, etc.) • Operation planning, off-nominal, constraints, etc. • Mixed operations including over people and at night
UFT-2	Public Safety UTM Operations in Environments of Varying Complexity	• Explores planning and execution of public safety operations in complex environments, including priority operation • Information sharing, operator notifications, operation replan/reroute
UFT-3	Public Safety Queries Due to Concern of UAS Operation	• Explores data correlation using Remote ID received and serial ID • Explores various levels of user data access for data correlation queries
UFT-4	Future Concept Elements: Post-Incident Investigation Involving UAS	• Explores data correlation using location-based query parameters and other capabilities to aid post-incident investigations • Explores queries for historical UTM information

4.1 Shared Information Between Actors

UTM actors are entities or participants that play a role in UTM operations. Table 4-2 outlines the type of information that each UFT actor provides or accesses for each scenario.

Table 4-2: Shared Information Between Actors

Type of Information	Actor Providing Information	Actor Accessing Information	UFT-1	UFT-2	UFT-3	UFT-4
Airspace Authorization Request	Operator	USS	✓	✓	✓	
Airspace Authorization Response	USS	Operator	✓	✓	✓	

Type of Information	Actor Providing Information	Actor Accessing Information	UFT-1	UFT-2	UFT-3	UFT-4
Operation Inputs	Operator	USS	✓	✓	✓	
Operational Intent	USS	USS Network	✓	✓	✓	
Operational Intent Reference	USS	DSS	✓	✓	✓	
	DSS	USS Network	✓	✓	✓	
Constraint	USS	USS Network	✓	✓		
Constraint Reference	USS	DSS	✓	✓		
	DSS	USS Network	✓	✓		
Remote ID Broadcast	UA	Anyone with Broadcast Receiver			✓	
UAS Facility Maps	FAA	USS, Operators	✓	✓	✓	
Data Correlation Request	Authorized Entity	FAA			✓	✓
	Authorized FAA User				✓	✓
Data Correlation Response	FAA	Authorized Entity			✓	✓
		Authorized FAA User			✓	✓
Supplemental Data	SDSP	Operator	✓	✓	✓	
		USS	✓	✓	✓	

4.2 Scenario 1: UTM Operations in Environments of Varying Complexity

4.2.1 Overview

This scenario examines planning and execution of UTM operations in an operating environment of varying complexity. Changes in the number/type of operational interactions, operational tempo, and operating environment result in variable complexity over time that must be managed by the operators and USS.

The scenario is broken into two vignettes that provide a framework for building out flight activities for UFT that can result in variable operational complexity.

- Scenario 1a – Non-peak operations
- Scenario 1b – Peak operations

4.2.2 Objectives

The objectives for this scenario center around the standards and capabilities to support the interoperability of data exchanges within UTM and include but are not limited to:

- Evaluate cooperative traffic management and various means of strategic conflict resolution based on the ASTM USS Interoperability Standard [2]
- Test how standards, technologies, and capabilities support mixed UAS operations in complex environments
- Evaluate UTM services, such as strategic deconfliction, for criticality in supporting BVLOS operations in complex environments to inform evolving regulatory framework and future service qualification

4.2.3 Considerations

This scenario is intended to explore and test key areas of UTM related to information sharing and situational awareness. These areas of interest include but are not limited to:

- Operation planning including the detection and resolution of conflicts with other operational intent or constraints
- Off-nominal operations including conformance monitoring, operational intent state changes, and sharing of off-nominal data
- Constraints including the creation, distribution, notification to operators, and actions to replan/reroute due to constraint
- Aggregation of operational intent conformance monitoring and USS availability arbitration from the ASTM USS Interoperability Standard [2]
- Message security enhancements as described in Section 3.7

4.2.4 Narrative

4.2.4.1 Non-Peak Operations

This scenario examines operations conducted in an operational environment during times and/or at locations where there are low numbers of interactions between operations due to low operational tempo. Various types of interactions (e.g., BVLOS to BVLOS, BVLOS to VLOS) may occur regularly in this environment at this time but may not result in relatively high numbers of conflicts requiring resolution actions by operators.

An example of a location and time where such conditions may occur could be early morning operations away from more heavily populated areas.

Certain actors (e.g., USS, FAA) may share various types of constraint information, whether restrictive (e.g., FAA issues TFR) or informational (e.g., USS or SDSP notifies of weather events) in nature. Operators receive notifications on such constraints and determine if they conflict with them and take appropriate actions (e.g., adjust intent to avoid); changes to intent due to a constraint intersection may occur pre-flight and/or in-flight.

BVLOS operations are conducted to support various missions, such as long-distance inspections (e.g., power or pipeline) or farming related operations (e.g., spray or crop monitoring). VLOS operations are conducted for purposes including localized inspections or recreational purposes. BVLOS or VLOS operations may operate over people and are appropriately equipped/approved to do so.

Operations may experience off-nominal conditions on-board, due to infrastructure degradation, service interruption, weather, etc. that may require in-flight adjustments to intent or additional actions; responses may or may not require coordination/information exchanges with other operators to return to nominal conditions.

4.2.4.2 Peak Operations

This scenario examines operations conducted in an operational environment where there the numbers of interactions between operations increase and become high (relative to "non-peak" situations). Various factors driving the interactions may include, but are not limited to:

- Increasing operational tempo over the course of the day
- A large number of VLOS UAS along the flight paths of various BVLOS operations
- High density BVLOS operations intersecting over a shared area of interest (e.g., high population density results in various common economic drivers)

Operations are used to support various commercial activities, as well as conducted for recreational purposes. Various BVLOS missions in peak operations areas may include hub and spoke package deliveries, event monitoring, media/news coverage, and long-distance construction/infrastructure inspections. VLOS operations are conducted for purposes including real estate, media/news, and localized inspections (e.g., daily building site checks). BVLOS or VLOS operations may operate over people and are appropriately equipped/approved to do so.

Certain actors (e.g., USS, FAA) may share various types of constraint information, similar to scenario 1a. Operators receive notifications on such constraints and determine if they conflict with them and take appropriate actions (e.g., adjust intent to avoid); changes to intent due to a constraint intersection may occur pre-flight and/or in-flight. Peak operating areas may affect methods of managing conflicts driven by constraints (relative to non-peak areas).

Operations may experience off-nominal conditions on-board due to infrastructure degradation, service interruption, weather, etc. that may require in-flight adjustments to intent or additional actions.

4.2.5 Operational Views

Figure 4-1 provides an operational view of this scenario and Figure 4-2 provides a conceptual diagram of UTM data exchanges.

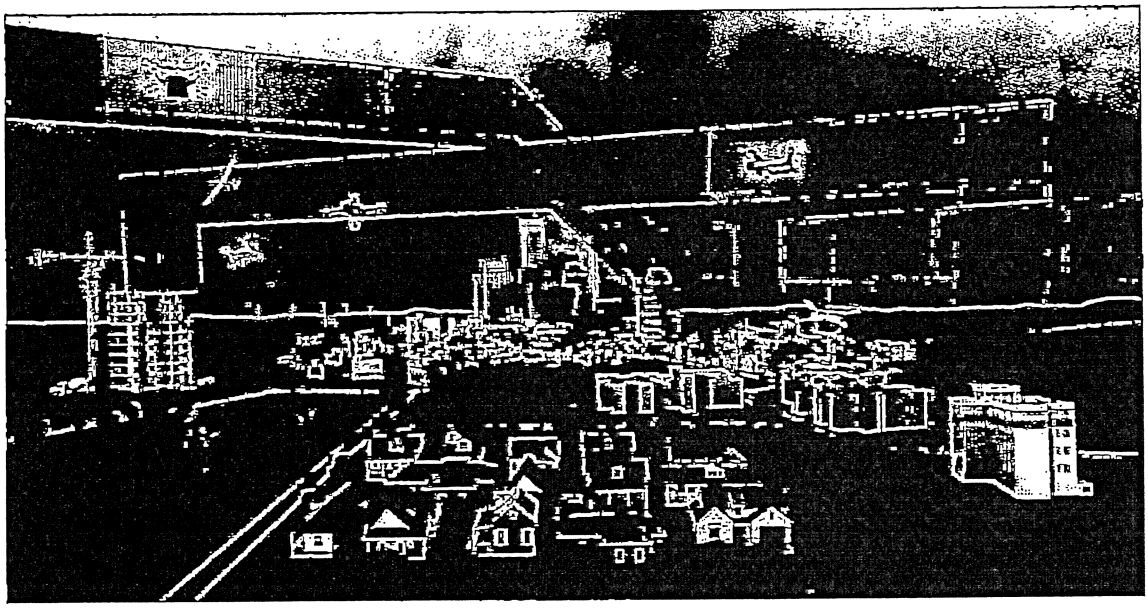

Figure 4-1: Scenario 1 Operational View

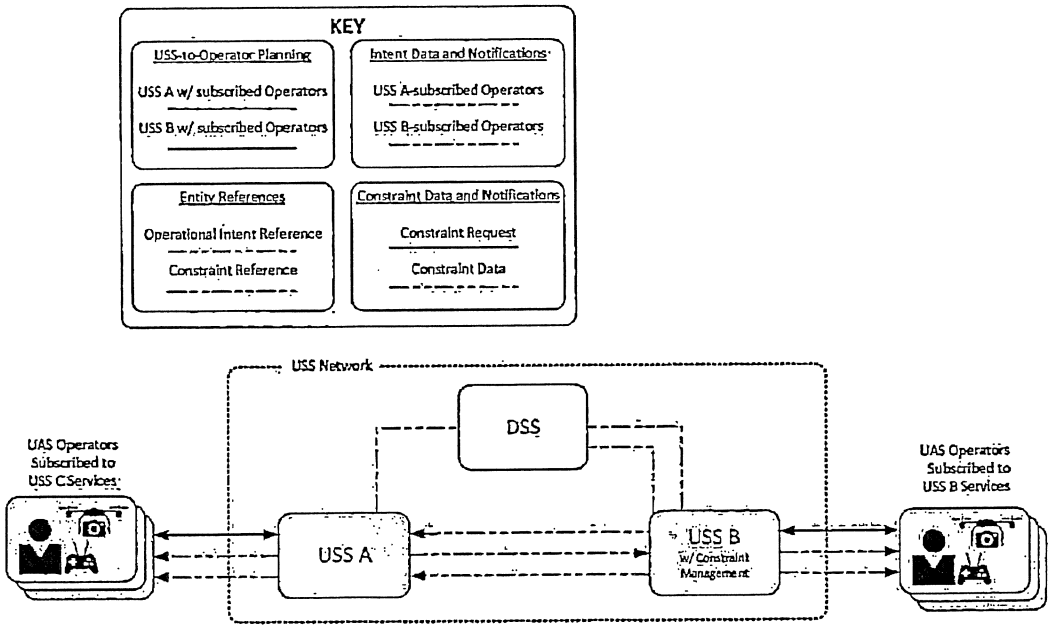

Figure 4-2: UTM Data Exchanges Concept

4.3 Scenario 2: Public Safety UTM Operations in Environments of Varying Complexity

4.3.1 Overview

This scenario explores the planning and execution of public safety operations in environments of varying complexity. Public safety operations will be conducted within and transit across non-peak and peak operating environments as part of this scenario. Certain public safety operations within the scenario may be assigned a higher operational priority to trigger data exchanges, notifications, and operator actions in response to a priority operation.

4.3.2 Objectives

The objectives for this scenario center around the interoperability and conflict resolution of operation with higher and lower priority. The objectives include but are not limited to:

- Test cooperative operating practices for resolving conflicts
- Evaluate interoperability of having higher priority operations in the vicinity of with lower priority operations
- Inform approaches for service qualification

4.3.3 Considerations

This scenario is intended to explore and test key areas of UTM related to operational priority. These areas of interest include but are not limited to:

- Priority operations including planning, information sharing, operator notifications, and operation replanning/reroute
- Message security enhancements as described in Section 3.7

4.3.4 Narratives

The scenario includes a range of operating environments, such that the characteristics of one area results in non-peak operations (e.g., rural area, also see scenario 1a) while an adjacent area results in peak operations (e.g., suburban/urban area, also see scenario 1b) at the same time of day.

A hospital requiring critical medical materials is in the peak operating area. Another hospital in the non-peak operating area has the needed materials and opts to transport them via UAS in order to meet the timeliness needs of the requesting hospital.

A transport flight is planned that qualifies as a priority UTM operation. The transport operator uses their USS to flight plan and share their intent, which is identified as "priority" when shared with other USSs via the network. Operators subscribing to relevant USS services receive notification of the operation that has higher priority and determine if they are in conflict; if they are, they deconflict from the priority operation.

Affected operations may include those not yet in flight, as well as those in flight.

4.3.5 Operational Views

Figure 4-3 provides an operational view of this scenario and Figure 4-4 provides a conceptual diagram of priority operation exchanges.

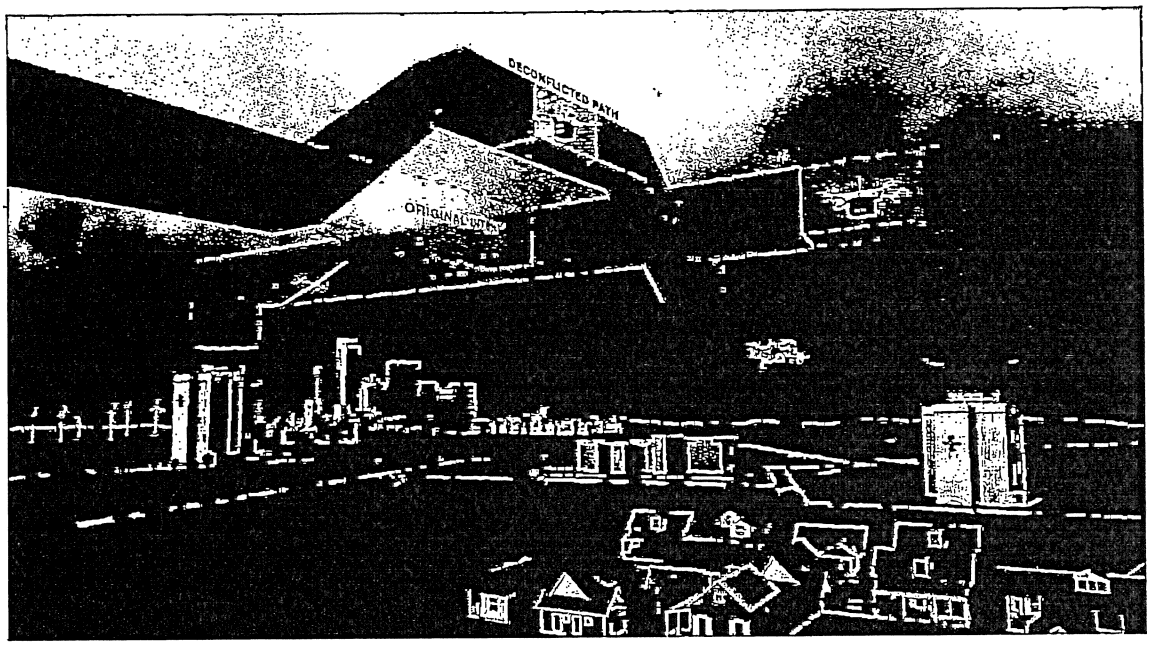

Figure 4-3: Scenario 2 Operational View

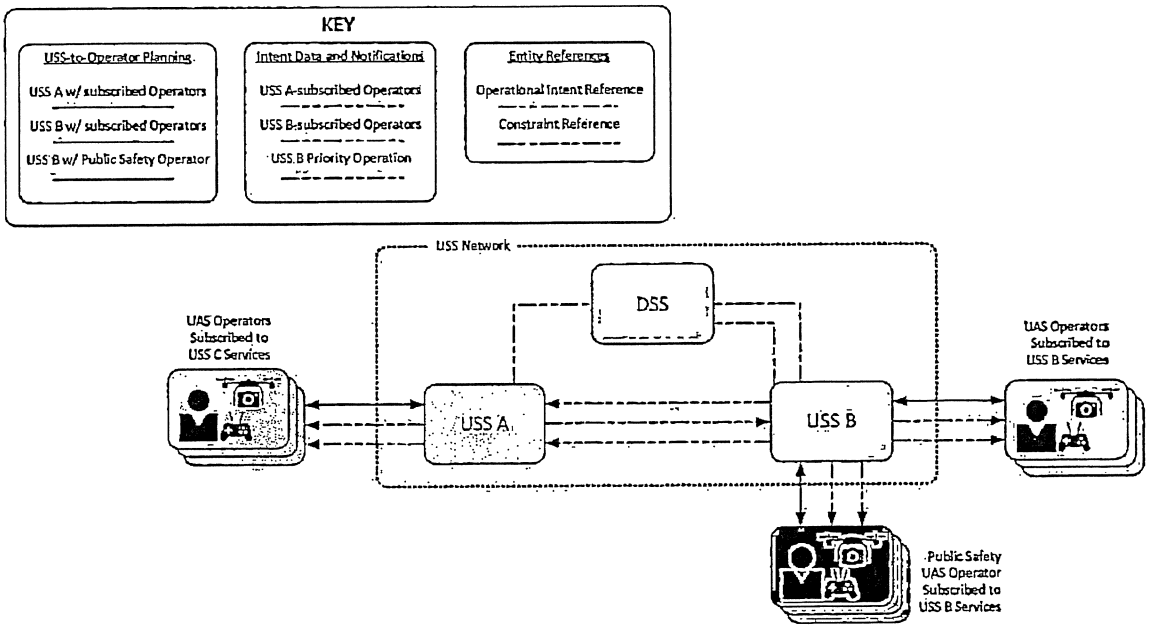

Figure 4-4: Priority Operation Exchange Concept

4.4 Scenario 3: Public Safety Queries Due to Concern of UAS Operations

4.4.1 Overview

This scenario explores data correlation using the serial number received from Remote ID broadcast messages. Varying levels of user data access for data correlation queries are also explored as part of this scenario. The focus is on public safety entitys' ability to receive Remote ID messages via broadcast and, when authorized, submitting data correlation queries to the FAA for additional information. Relevant topics for exploration withing this scenario include but are not limited to:

- Data correlation using Remote ID
  - User security and IAM
  - Queries tailored to user roles
- Remote ID broadcast display(s)
- Message security
  - Addressing gaps in message signing
  - Non-repudiation
  - Interoperability of multiple PKIs

4.4.2 Objectives

The objectives for this scenario center around the authorized use of the FAA's data correlation service using data received via Remote ID broadcast. Objectives include but are not limited to:

- Test the FAA's data correlation service
- Evaluate functionalities associated with:
  - IAM
  - Data and service access per user or entity permissions
  - Message security
- Obtain feedback from stakeholders on tested data correlation capabilities

4.4.3 Considerations

This scenario is intended to explore and test key areas of UTM related to Remote ID broadcast and data correlation. These areas of interest include but are not limited to:

- Reception and display of Remote ID broadcast using mobile applications
- Execution of data correlation queries, using the FAA's data correlation service, from the received Remote ID broadcast
- Tailoring the response from the FAA's data correlation service based on the permissions of the user initiating the query
- Message security enhancements as described in Section 3.7

4.4.4 Narrative

This scenario examines the use of the data correlation query capabilities by applicable stakeholders in support of Remote ID of UA. The data correlation capability may be initiated by authorized FAA personnel or other authorized entities, and the correlation service will tailor the query results based on the requesting entity's permissions. Using the serial ID as the query input parameter to the data correlation service enables a response containing registration, airspace authorization, and waiver data as applicable (e.g., based on the initiators' data access privileges).

A public safety entity monitoring UA activity in an area identifies a UA of concern. The public safety entity captures Remote ID broadcast messages from the UA using a Remote ID display application. The application is connected to the FAA's data correlation service via the data correlation API. The public safety entity provides necessary credentials for authorization and initiates a data correlation query using the serial ID received in the remote ID data. The data correlation service receives the serial ID and retrieves UAS registrations and airspace authorizations and returns appropriate data tailored to the requesting entity's permissions. The public safety entity uses the information to perform their duties.

4.4.5 Operational Views

Figure 4-5 provides an operational view of this scenario and Figure 4-6 provides a conceptual diagram for data correlation using data received from Remote ID broadcast.

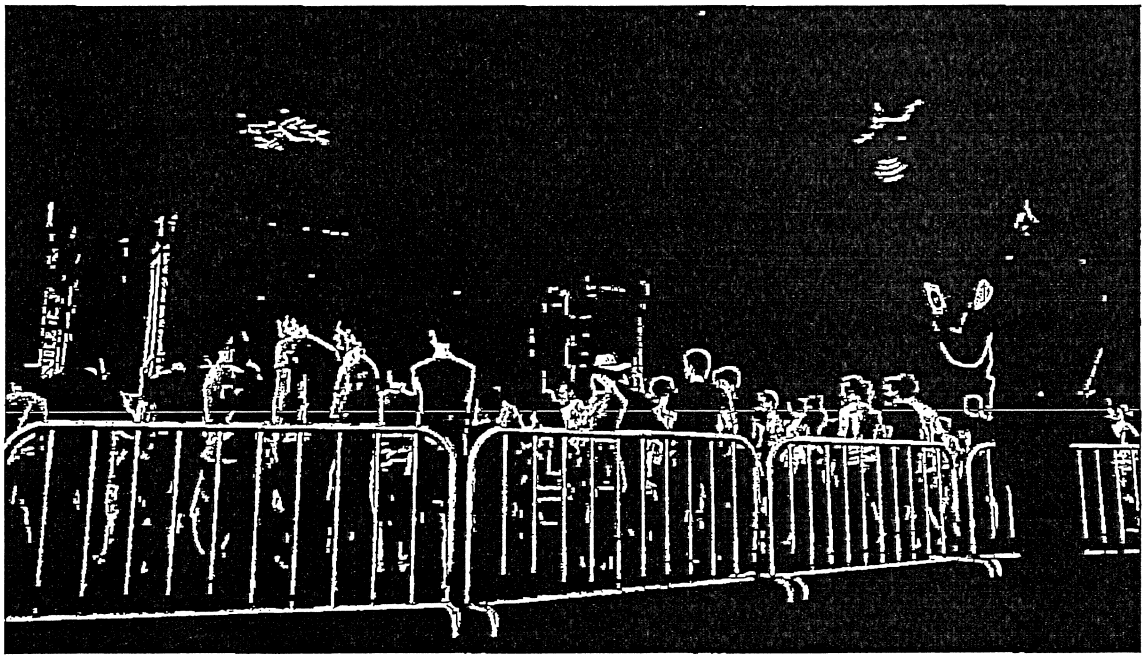

Figure 4-5: Scenario 3 Operational View

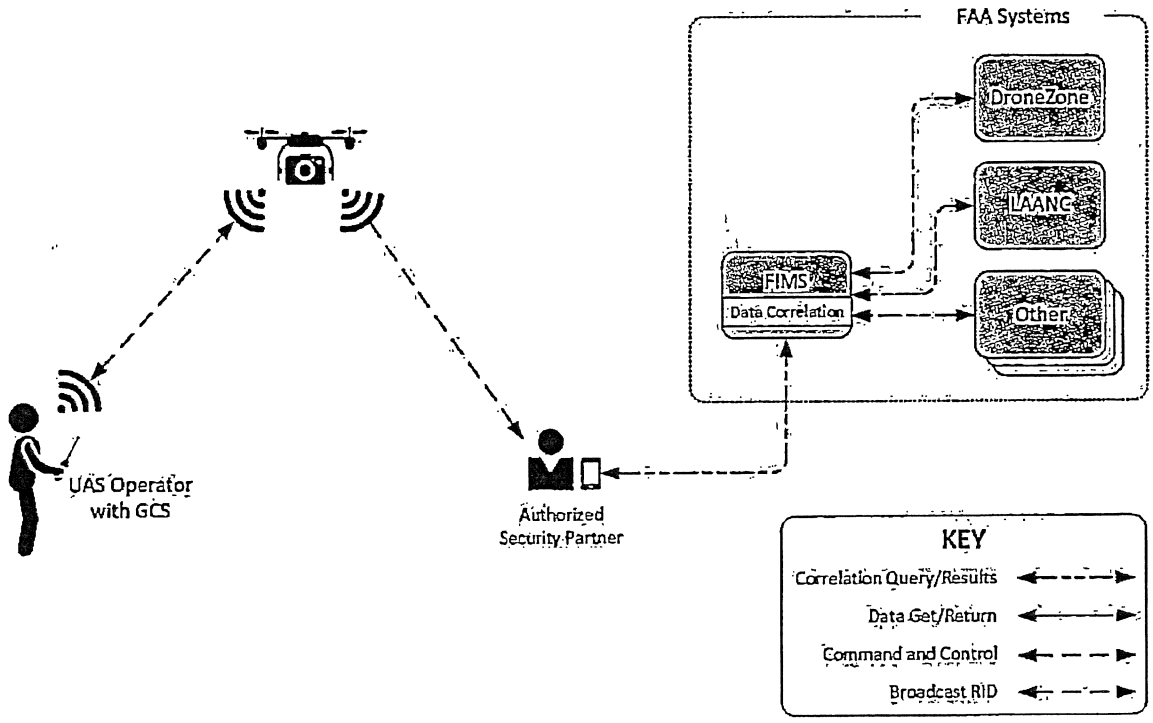

Figure 4-6: Data Correlation Using Remote ID Concept

4.5 Scenario 4: Future Concept Elements: Post-Incident Investigation Involving UAS

4.5.1 Overview

This concept exploration scenario will assist with potential future use cases and does not presuppose future requirements or rules. The scenario explores post-incident data correlation and historical data queries using location-based query parameters (e.g., latitude, longitude, radius). The focus is on query parameters beyond Remote ID information to support authorized queries for correlation flight information (e.g., airspace authorizations and operational intent), and non-repudiation objective for message security.

4.5.2 Objectives

The objectives for this scenario center around the use of the FAA's data correlation service by an external authorized entity and historical data queries using location-based query parameters. The objectives include but are not limited to:

- Mature capabilities to support UAS-related queries to FAA by applicable stakeholders
- Inform development of:
    - Query for correlated UTM information (e.g., airspace authorizations and operational intent)

  - IAM (including non-repudiation)
  - Data and service access per user or entity permissions
  - Service qualification to support data correlation
- Obtain feedback from stakeholders on data correlation query parameters

4.5.3 Considerations

This scenario is intended to explore and test key areas of UTM related to data correlation. These areas of interest include but are not limited to:

- Execution of data correlation queries, using the FAA's data correlation service, providing location-based query parameters
- Tailoring the response from the FAA's data correlation service based on the permissions of the user initiating the query
- USS queries for historical UTM information
- Message security enhancements as described in Section 3.7

4.5.4 Narrative

This scenario examines the use of the FAA's data correlation query capabilities, historical UTM information queries, and additional UTM capabilities to support information requests by an authorized entity to aid in post-incident investigations.

The scenario explores using location-based query parameters (i.e., latitude, longitude, radius) for queries and the results from the FAA's data correlation query (e.g., airspace authorizations and registrations) and historical UTM information queries (e.g., operational intent).

An authorized entity is investigating a reported incident involving a UAS. The authorized entity knows the location (latitude and longitude) and time range of the incident. The authorized entity logs into a user interface (e.g., mobile or web app) and their credentials are verified for authorization to submit data correlation and historical queries.

The authorized entity submits a data correlation query using the location (i.e., latitude, longitude, radius) with the time range. The data correlation service receives the location and time information, retrieves airspace authorizations and registrations, and returns appropriate data tailored to the requesting entity's permissions. The authorized entity then submits a historical UTM information query using the location and time range. UTM services (e.g., USS services, DSS) are used to retrieve historical information (e.g., operational intent) from USSs.

The authorized entity uses the information to perform their duties.

4.5.5 Operational Views

Figure 4-5 provides an operational view of this scenario and Figure 4-8 provides a conceptual diagram of data correlation and historical queries.

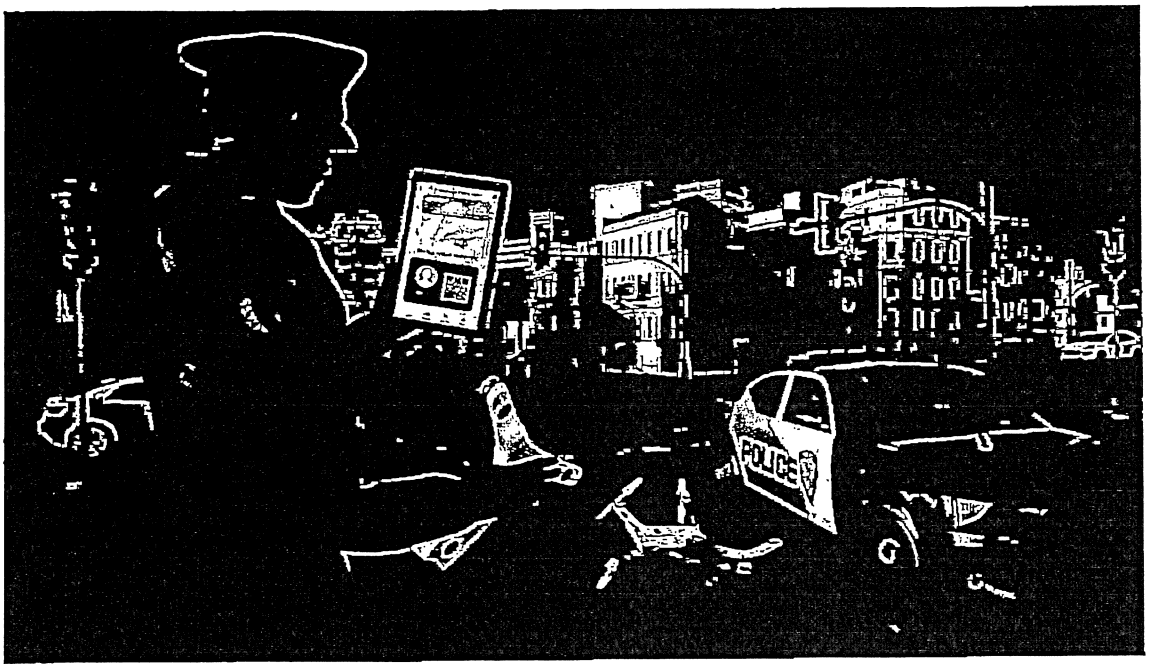

Figure 4-7: Scenario 4 Operational View

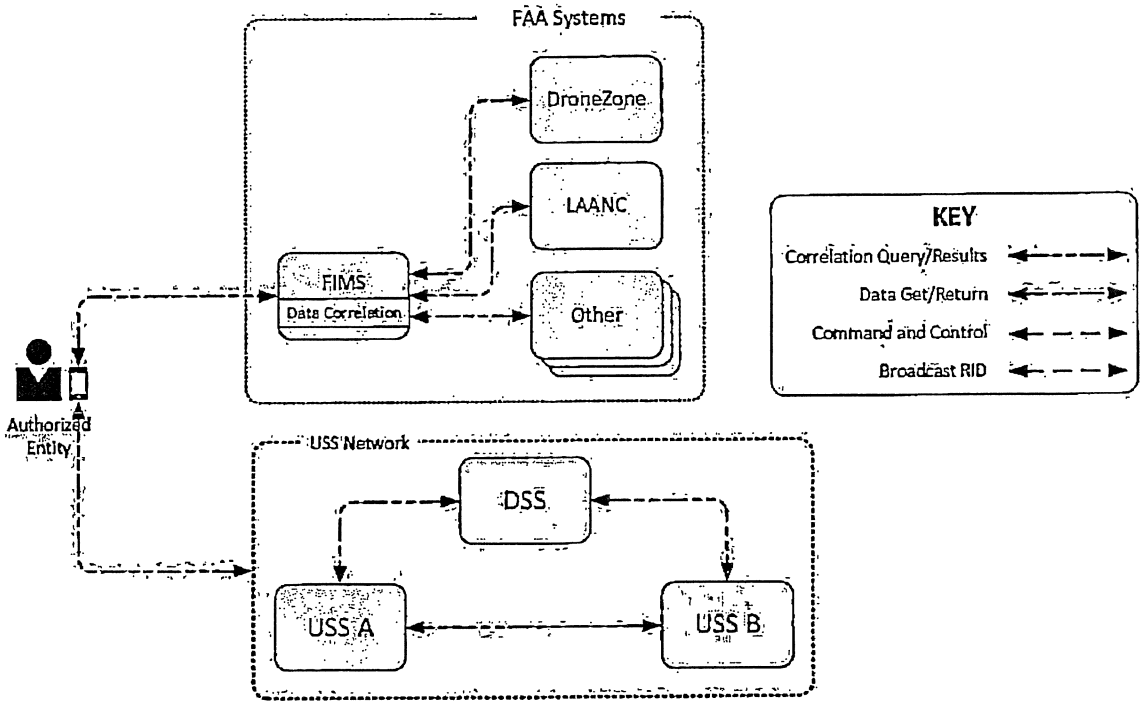

Figure 4-8: Data Correlation and Historical Query Concept

Appendix A References

[1] FAA, Unmanned Aircraft System (UAS) Traffic Management (UTM) Concept of Operations (ConOps) Version 2.0. March 2, 2020. Retrieved from: https://www.faa.gov/uas/research_development/traffic_management/media/UTM_ConOps_v2.pdf

[2] ASTM WK63418, New Specification for UAS Traffic Management (UTM) UAS Service Supplier (USS) Interoperability. ASTM International. Retrieved from: https://www.astm.org/DATABASE.CART/WORKITEMS/WK63418.htm

[3] FAA Job Order (JO) 7110.65Z, Air Traffic Control. December 1, 2021.

Appendix B Acronyms

All acronyms used throughout the document are provided in Table 4-3.

Table 4-3: Acronyms

Acronym	Definition
4D	Four-Dimensional
AGL	Above Ground Level
API	Application Programming Interface
ATC	Air Traffic Control
BVLOS	Beyond Visual Line of Sight
C2	Command and Control
ConOps	Concept of Operations
ConUse	Concept of Use
DSS	Discovery and Synchronization Service
FAA	Federal Aviation Administration
FIMS	Flight Information Management System
FPV	First Person View
GCS	Ground Control Station
IAM	Identity and Access Management
ID	Identification
JO	Job Order
LEO	Law Enforcement Officer
NAS	National Airspace System
NASA	National Aeronautics and Space Administration
PKI	Public Key Infrastructure
REST	Representational State Transfer
RPIC	Remote Pilot in Command
RTT	Research Transition Team
SAR	Search and Rescue
SDSP	Supplemental Data Service Provider
TCL	Technical Capability Level
TFR	Temporary Flight Restriction
UA	Unmanned Aircraft

Acronym	Definition
UAS	Unmanned Aircraft System
UASFM	UAS Facility Map
UFT	UTM Field Test
USS	UAS Service Supplier
UTM	UAS Traffic Management
VLOS	Visual Light of Sight