

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION

October 11, 2017

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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www.ocgov.net



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

September 14, 2017

Carl Annese, Chair
Upper Mohawk Valley Memorial Auditorium Authority FN 20 17-323
400 Oriskany Street West
Utica, New York 13502

READ & FILED

Dear Carl:

In accordance with §1942(1) of the New York State Public Authorities Law, I hereby appoint Mark Mojave to the Upper Mohawk Valley Memorial Auditorium Authority to fill the vacancy created by the resignation of Patrick Donovan. Said term expires on December 31, 2021.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

cc: Mikale Billard, Clerk, Oneida County Board of Legislators



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Philip M. Sacco
Minority Leader

October 3, 2017

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

FN 20 17 - 324

READ & FILED

Mr. Billard:

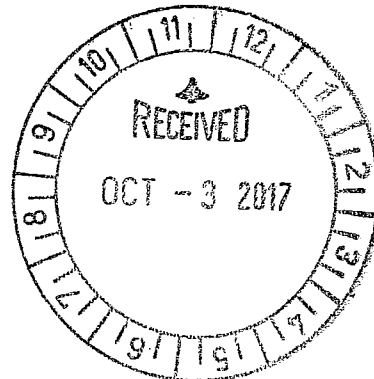
The New York State Department of Agriculture & Markets has certified the parcels submitted during the district review of Oneida County Agricultural District No. 1, Towns of Annsville, Camden, Florence and Vienna.

Please file the attached as a "Read & File" docket to read "RE: NYS certification of properties added to Oneida County District No. 1 during eight-year review."

Respectfully,

Gerald J. Fiorini
Chairman of the Board

GJF:cd





Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

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

Dear Mr. Billard:

In accordance with Section 303-a of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 257 of 2017, a district renewal plan with modifications for Oneida County Agricultural District No. 1.

Following review of the plan and its related documentation, I find that the plan is eligible for districting.

In accordance with the statutory procedures for certification of agricultural district review plans and in consultation with the state Advisory Council on Agriculture, I have determined that the District is consistent with state environmental plans, policies and objectives.

In consideration of my review of the plan, I hereby certify that:

- A. The District is eligible for districting.
- B. The District consists predominantly of viable agricultural land.
- C. The plan of the District is feasible.
- D. The District will serve the public interest by assisting in maintaining a viable agricultural industry within the District and the state.

The county is required to complete the next review of Oneida County Agricultural District No. 1 on or before September 28, 2025.

Signed and Sealed at the Town of Colonie,
County of Albany, NY,
This 22nd day of September, 2017



Sincerely,


Richard A. Ball
Commissioner

cc: Brymer Humphreys, Chair, Oneida Co. AFPB
Guy Sassaman, Oneida Co. Dept. of Planning
Marty Broccoli, CCE of Oneida County
Susan Hoskins, IRIS



Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

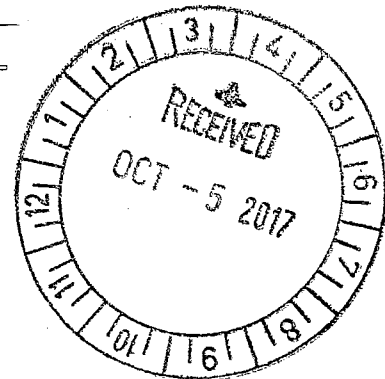
September 27, 2017

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

FN 20

17-325

READ & FILED



RE: County Agricultural and Farmland Protection Plan

Dear County Executive Picente:

We have concluded the Department's review of Oneida County's Agricultural and Farmland Protection Plan, which was approved by the Oneida County Agricultural and Farmland Protection Board on May 3, 2017 and adopted by the County Legislature on June 14, 2017. Pursuant to Section 324 of the Agriculture and Markets Law (AML), and consistent with the legislative intent of Article 25-AAA of the AML to promote local initiatives for agricultural and farmland protection, I approve the Plan.

I commend the Board of Legislators for their initiative and effort in developing the Plan. The Plan contains several very good recommendations.

The Department encourages the County to implement the following key actions contained in the Plan:

Consider creating an Oneida County Agricultural Plan Implementation Committee to assist in identifying key plan recommendations which may have the greatest impact on growing and strengthening local agriculture. The committee would be responsible for creating an implementation schedule for plan recommendations, identifying funding needs and working with the IDA (MV Edge) and the Mohawk Valley REC. We suggest that the committee be responsible for developing a report to track progress on plan implementation activities. The report would be sent to the Legislature and the County Executive on an annual basis for comment and feedback.

We support the County Executive's "Agricultural-Friendly Oneida County" initiative. This innovative approach can help educate local officials on the importance of agriculture and provide local planning boards technical tools for conducting farm-friendly audits of local land use laws. This action would help ensure that zoning and comprehensive plans are not restrictive to modern agricultural practices and updated to include agritourism provisions to expand farm profitability.

The Oneida County Agricultural Protection Plan includes farm-friendly audits of zoning regulations, comprehensive plans and subdivision regulations for the Towns of Trenton, Paris, Westmoreland and Camden. These audits identify unreasonable restrictions to farming activities that should be removed from local laws. The Department has funding available to municipalities to remove unreasonable restrictions to agriculture; each town may apply to the Department for a \$15,000 grant. We can assist town staff with the application process. Please follow this link which outlines our Department's funding opportunity: https://www.agriculture.ny.gov/rfps/FPIG13/Commissioner_memo.pdf.

We support the collaborative efforts between SUNY Cobleskill, CCE Oneida County and Mohawk Valley Community College in their effort to build an ag-incubator in downtown Utica. This ag-incubator can be a catalyst for testing good ideas, which in turn can help farmers grow their business and become more profitable.

We commend the County for assisting the City of Utica in developing the "Farming in the City" program which is intended to help diverse populations develop methods and techniques for sustaining agriculture. This is an exciting model that has the potential for duplication across the state.

The Department's Farmland Protection Implementation Grant Program (FPIG) is a highly successful program to protect farms from conversion to non-farm use and we look forward to reviewing applications from Oneida County in the future. For more about this funding opportunity, please connect to this link: <https://www.agriculture.ny.gov/RFPS.html>.

We look forward to working cooperatively with you in furthering the protection and development of farm operations and agricultural resources in Oneida County.

Thank you for your continued support of New York agriculture.

Sincerely,



Richard A. Ball
Commissioner

- CC. ✓ Gerald Fiorini, Chair, Oneida County Board of Legislators
Brymer Humphreys, Chair, Oneida County Agricultural and Farmland Protection Board
Guy Sassaman, Planner, Oneida County Planning Department
Marty Broccoli, Cornell Cooperative Extension of Oneida County
Remi Link, Cornell Cooperative Extension of Oneida County

Citizens Review Committee on Oneida County

Elected Officials Compensation

September 29, 2017

FN 20 17-326

Honorable Anthony Picente
Oneida County Executive
800 Park Ave, Utica, NY 13501

Honorable Gerald J. Fiorini
Chairman of the Board
800 Park Ave
Utica, NY 13501

READ & FILED

RE: **First Report of the Citizens Review Committee on Oneida County Elected Officials Compensation**

Dear Chairman Fiorini and County Executive Picente,

We would like to thank you for providing us the opportunity to serve on the Citizens Advisory Committee to Review Oneida County Elected Officials Compensation. You tasked the Committee with reviewing and, if appropriate, recommending compensation levels for elected officials in Oneida County Government. We have reviewed the compensation of Oneida County's Board of Legislators and have researched the compensation of elected County legislative representatives throughout New York State. Armed with this information, we engaged in lively discussion and debate. We determined that our first order of business should concentrate on County Legislator compensation, with further review of the other elected positions to follow beginning October 10, 2017.

In determining an appropriate level of compensation for the position of Legislator, the Majority and Minority Leaders, and the Chairman of the Board, we considered the following criteria:

- Legislative salaries in comparable Counties.
- For the 17 counties with population of 100,000-458,000 the average compensation is \$16,919 (2015 data).
- For the 7 counties with population of 180,000 – 312,000 the average compensation is \$17, 289 (2015 data).
- The position of Oneida County Legislator has remained at \$8,368 since 1994.
- Oneida County is the 11th largest County in New York State but is 5th lowest County in legislative pay.

- The reduction in the number of Legislators from 29 to 23 in 2012, increasing the number the number of constituents per legislator and the physical area of their respective districts, without any increase in compensation.
- The breadth and depth of responsibilities of County Legislators.
- Benefits such as taxpayer subsidized health insurance, or the lack thereof.

This Committee concludes that an increase in the compensation for County Legislator is not only necessary but is long overdue. To that end, we unanimously recommend the following:

- Beginning with their new term, January 2018, base level of compensation for the position of Legislator is recommended to be set at \$16,000.
- The position of Majority Leader and Minority Leader should receive the base salary of \$16,000, plus an additional stipend of \$6,000 for a total of \$22,000.
- The position of Chairman of the Board should receive the base salary of \$16,000, plus an additional stipend of \$12,000 for a total of \$28,000.
- The Committee does NOT recommend the reinstatement of taxpayer subsidized health insurance.

We also contemplated the establishment of an annual indexed increase to the base salary for County Legislators. The Committee determined in a vote of 3 to 2 against recommending such indexed annual increases, but in the alternative, the Committee strongly recommends that the Board of Legislators take the necessary steps to codify the establishment of a citizens committee to review elected officials salaries every four years.

We respectfully request that the County Executive and the Board of Legislators take the necessary steps to implement these recommendations.

Sincerely,

Members of the Citizens Review Committee on Oneida County Elected Officials Compensation

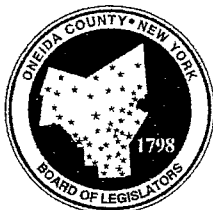
(Signed Electronically)

Robert Comis, Chair
Dean Dzwonkas
Dr. Laura Casamento
Hans Arnold

(Signed in Person)

Mitchell Ford





ONEIDA COUNTY BOARD OF LEGISLATORS

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(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

October 3, 2017

FN 20 17-327

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

WAYS & MEANS

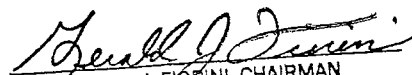
RE: **Scheduling of Public Hearing for Agricultural District #2 - City of Rome and Towns of Ava, Lee and Western.**

Dear Mike,

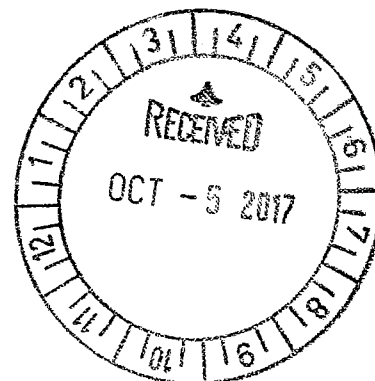
I have received correspondence from the Farmland Protection Board requesting a Public Hearing on Agricultural District #2. Pursuant to that request, please prepare a docket scheduling a public hearing for **7:00 PM on Tuesday, November 28th at the Lee Town Hall, 5808 Stokes Lee Center Rd., Lee, NY.**

I ask that the Ways and Means Committee and the full Board of Legislators vote on the docket at the meeting of **November 8th, 2017.**

Respectfully submitted,


GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS

cc: All FPB Members
Commissioner of Agriculture and Markets
Commissioner of DEC



NOTICE OF PUBLIC HEARING

AGRICULTURAL DISTRICT NO. 2

CITY OF ROME AND TOWNS OF AVA, LEE AND WESTERN

PLEASE TAKE NOTICE, that Agricultural District #2 was established on March 29, 1978, pursuant to Article 25-AA of the Agriculture and Markets Law,

PLEASE TAKE NOTICE, that Agriculture District #2 consists of the City of Rome and the Towns of Ava, Lee and Western and presently consists of a total area of 20,835.1 acres,

NOTICE IS HEREBY GIVEN, that a public hearing shall be held by the Oneida County Board of Legislators/Oneida County Farmland Protection Board on Tuesday, November 28, 2017 at 7:00PM at the Lee Town Hall, 5808 Stokes Lee Center Rd., Lee, NY.

Said public hearing is being held to consider the recommendations of the Oneida County Agricultural and Farmland Protection Board to increase the number of acres within District #2 to approximately 22,238.9.

A description of maps of the District, proposed modifications and recommendations may be examined in the Oneida County Planning Department, at the Boehlert Center @ Union Station, 321 Main Street, Utica, NY 13501.

All parties of interest and citizens will be heard by the Oneida County Farmland Protection Board at the public hearing.

ONEIDA COUNTY BOARD OF LEGISLATORS

Mikale Billard, Clerk
MIKALE BILLARD, CLERK

DATED: November 8, 2017

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL
OFFICE OF THE COMMISSIONER**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490
E-Mail: labor@ocgov.net

September 11, 2017

FN 20 17-328

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

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 10/4/17

Dear County Executive Picente:

Over the past several years, we have taken significant strides in bringing our salaries in line with both public and private sector employers. In your 2017 budget message, you laid out a 5 year plan to review salaries and make adjustments to bring salaries in line with other counties. In keeping with your directive and in order to maintain that momentum, I am recommending the follow actions be taken in the Oneida County 2018 budget.

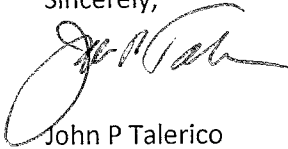
First, I am recommending the 2018 H, M, and P scales be increased by 1.5%, and employee salaries off scale be increased by 2.75%. This is in line with negotiated settlements in the public sector. I believe this adjustment is necessary to effectively recruit and retain individuals for positions covered by those scales.

Second, I am recommending the following titles in the UPSEU Blue Collar bargaining unit be reallocated: the title of Heavy Equipment Mechanic to be reallocated from Grade 18B, with a starting salary of \$30,303, to Grade 19B with a starting salary of \$31,322, and the title of Heavy Equipment Mechanic Supervisor to be reallocated from Grade 21B, with a starting salary of \$33,515, to Grade 22B, with a starting salary of \$34,724. We currently have nine (9) Heavy Equipment Mechanic positions and two (2) Heavy Equipment Mechanic Supervisor positions.

Additionally, I am recommending the title of Labor Supervisor to be reallocated from Grade 19B, with a starting salary of \$31,322, to Grade 20B, with a starting salary of \$32,415, and the title of District Supervisor to be reallocated from Grade 21B, with a starting salary of \$33,515, to Grade 22B, with a starting salary of \$34,724. We currently have fifteen (15) Labor Supervisor positions and four (4) District Supervisor positions.

The above actions will allow us to continue to attract and retain quality employees. Budget Director Keeler has provided you a cost analysis of my recommendations. Although we have discussed these recommendations in detail, let me know if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Talerico". The signature is fluid and cursive, with a large initial "J" and "T".

John P Talerico
Commissioner

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

RUSSELL STARK
Commissioner of Aviation

September 15, 2017

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

FN 20 27-325

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

[Signature]
Anthony J. Picente, Jr.
County Executive

PUBLIC WORKS
AIRPORT

Date 9/15/17

Dear County Executive:

WAYS & MEANS

The Federal Aviation Administration (FAA) has announced the winners of this round of funding for capital projects. Griffiss International Airport was able to secure funding for the Purchase of a Multipurpose Snow removal equipment for Griffiss International Airport.

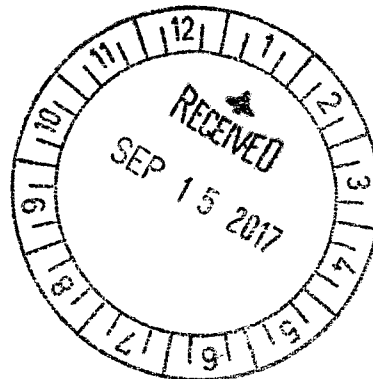
This grant will provide funding for 90% of the project, along with 5% from New York State and a 5% Oneida County match.

It is therefore necessary to fund **Capital Project H-397 – Griffiss Intl.** – as follows:

	<u>Current</u>	<u>Proposed</u>
Federal Aid – FAA	\$ 0	\$ 597,420
State Aid – FAA	\$ 0	\$ 33,190
Bonds	\$ 0	\$ 33,190
Total	\$ 0	\$ 663,800

Sincerely,

[Signature]
Russell Stark
Commissioner of Aviation



CC: Comptroller
County Attorney
Budget

dmn/CML



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

September 25, 2017

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

FN 20 17-330

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

PUBLIC WORKS

Signature of Anthony J. Picente, Jr.

Anthony J. Picente, Jr. County Executive

Re: Establishment of Capital Project HG-567 / AYS & MEANS
North Utica Interceptor- Phase II- Canal Crossing

Date 9/26/17

Dear County Executive Picente:

The County, under a Phase I of this project, constructed the North Utica Parallel Interceptor. This consisted of a new 42" gravity sewer being constructed from north of the New York State Thruway to the place where the existing interceptor sewer crosses the Barge Canal. This line was constructed to support existing and future development in Marcy, North Utica and Deerfield including the Nanocenter site.

To finish the project, the interceptor constructed under Phase I must now be extended under the Barge Canal and tied into existing Sewer District infrastructure on the south side of the Barge Canal. Phase II of this project will accomplish this task.

I therefore request the Board of Legislators approval for the following:

- A.) Establishment of Capital Project HG-567 - North Utica Interceptor- Phase II- Canal Crossing,
B.) Funding for Capital Project HG-567 as follows:
HG - 567 - Bonding..... \$ 5,000,000.

I respectfully request to have you and the Board of Legislators consider this matter at your earliest possible convenience.

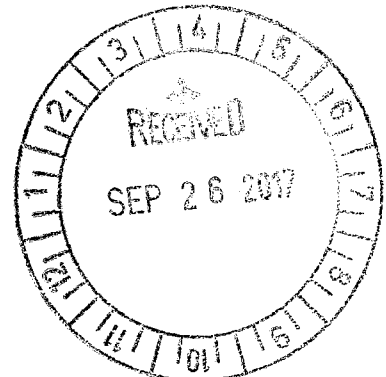
Sincerely,

THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

Signature of Steven P. Devan, P.E.

Steven P. Devan, P.E. Commissioner

CC: County Attorney
Comptroller
Budget Director



ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

September 18, 2017

FN 20 17-331

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

PUBLIC WORKS
WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 9/19/17

Dear County Executive Picente,

There is a need for additional funds in several Road Machinery accounts to prepare for snow removal and in anticipation of an increase in automotive fuel costs; therefore, we are requesting the following supplemental appropriations that are supported by unanticipated revenue in M2822 (Rental Equipment to CR)

I respectfully request the following 2017 supplemental appropriations be considered:

M5130.451 (Automotive Supplies)	\$ 27,000
M5130.452 (Automotive Repairs)	\$ 31,000
M5130.456 (Gasoline & Oil)	<u>\$ 43,000</u>
TOTAL	\$101,000

Supported by Unanticipated Revenue in:

M2822 (Rental Equipment to CR) \$101,000

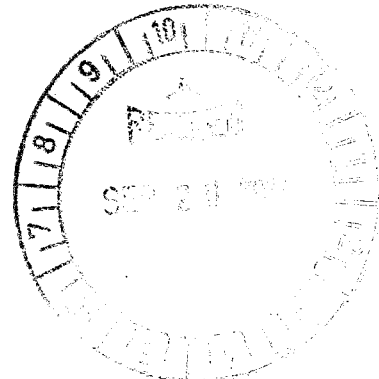
If you concur, please forward to the Public Works and Ways and Means Committee with presentation to the Board of Legislators for approval at their regularly scheduled meeting.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

cc: Joseph Timpano, Comptroller
Thomas Keeler, Budget Director
Anthony Carvelli, Finance Director



ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road w Oriskany, New York 13424
Phone: (315) 793-6213 w Fax: (315) 768-6299

September 18, 2017

EN 20 17-332

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

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

PUBLIC WORKS

Anthony J. Picente, Jr.
County Executive

Date: 9/19/17

WAYS & MEANS

Dear County Executive Picente,

There is unanticipated revenue from D2302, Reimbursable Snow Removal; therefore, there is a need to increase D5144.413 (Rent/Lease Equipment) and D5144.413 County Road, Rent/Lease-Property Equipment due to the heavy snow event in March 2017 as listed below.

I respectfully request the following 2017 supplemental appropriations be considered:

D5144.413	County Road, Rent/Lease-Property Equipment	\$101,000.00
D5144.491	Other Materials & Supplies	<u>\$149,000.00</u>
TOTAL		\$250,000.00

Supported by unanticipated revenue in:

D2302	State Snow	\$250,000.00
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If you concur, please forward to the Public Works and Ways and Means Committee with presentation to the Board of Legislators for approval at their regularly scheduled meeting.

Sincerely,

Dennis S. Davis
Commissioner

DSD/mp

cc: Joseph Timpano, Comptroller
Thomas Keeler, Budget Director
Anthony Carvelli, Finance Director



ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
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Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6213 w Fax: (315) 768-6299

September 18, 2017

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

FN 20 17-337

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

PUBLIC WORKS

Anthony J. Picente, Jr.
County Executive

Dear County Executive Picente, **WAYS & MEANS**

Date 9/20/17

On December April 22, 2017, the Oneida County Board of Acquisition & Contract accepted a proposal from C&S Engineers, Inc. in the amount of \$107,965.00 to provide construction inspection services for the following projects.

Replace Structure C1-7, Summit Road over Willis Brook, Town of Paris.
Replace Structure C1-6, Mason Road over Tinker Hollow Brook, Town of Sangerfield.
Replace Structure C1A-67A, Sheehan Road over Christian Brook, Town of Annsville.
Rehabilitate Structure C4-75, Buck Hill Road over Cyrus Brook, Town of Western.
Rehabilitate Structure C5-50A, Vienna Road over Vienna Brook, Town of Vienna.

Please consider the enclosed contract for the above mentioned services. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner

Oneida Co. Department: Public Works

Competing Proposal
Only Respondent
Sole Source RFP
Other

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

Title of Activity or Service: Professional Consulting Services

Proposed Dates of Operation: Start on Execution – 12/31/2018

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Provide Construction Inspection Services for the following projects:

Replace Structure C1-7, Summit Road over Willis Brook, Town of Paris.
Replace Structure C1-6, Mason Road over Tinker Hollow Brook, Town of Sangerfield.
Replace Structure C1A-67A, Sheehan Road over Christian Brook, Town of Annsville.
Rehabilitate Structure C4-75, Buck Hill Road over Cyrus Brook, Town of Western.
Rehabilitate Structure C5-50A, Vienna Road over Vienna Brook, Town of Vienna.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$107,965.00 Account #: H-498

Oneida County Dept. Funding Recommendation: \$107,965.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$107,965.00 (County)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

AGREEMENT

THIS AGREEMENT, made this day of April 22, 2017, 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 office and place of business located at 800 Park Avenue, Utica, New York, hereinafter called "County," and C & S ENGINEERS, INC., a domestic business corporation organized and existing under the laws of the State of New York, with its principal place of business located at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212, hereinafter called "Consultant," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, County requires construction inspection services associated with bridge and highway reconstruction projects; and

WHEREAS, Consultant has submitted a proposal to provide such services, more fully defined herein; and

WHEREAS, The Oneida County Board of Legislators has authorized this Agreement;

NOW, THEREFORE, it is mutually agreed by County and Consultant that for the consideration hereinafter set forth, Consultant shall provide said services to County.

1. TERM

2. The term of this Agreement shall commence upon a written Notice to Proceed and shall terminate no later than December 31, 2018.

3. NOTICE TO PROCEED

3.1. This Agreement shall become effective upon execution of the final signature. Consultant shall commence work upon receipt of County's Notice to Proceed, which shall be in the form of a letter signed by County's Project Manager. County's Notice to Proceed will authorize the Services described herein. No Services shall commence until the Notice to Proceed is issued.

4. COMPENSATION

4.1. County agrees to pay Consultant a total amount of One Hundred Seven Thousand Nine Hundred and Sixty Five dollars and Zero cents (**\$107,965.00**) for Construction Inspection Services.

4.2. 2.2. Payment shall be made monthly on a basis of work completed and billed in accordance with the hourly rates established in **Exhibit C** attached hereto.

4.3. Consultant shall submit a detailed, itemized, expense summary with all payment requests.

4.4. There shall be no separate payments for reimbursable expenses. Reimbursement for miscellaneous expenses is included in lump sum fixed fee(s) and/or hourly rates.

4.5. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, Consultant shall promptly notify County of the identified changes and advise County of the recommended solution. Services shall not be performed on such changes without prior written authorization of County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of Services completed and/or on completion of major tasks.

4.6. County reserves the right to withhold payment under this Agreement 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, (4) damage to County, or (5) failure to carry out the services in accordance with the Contract Documents. County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

4.7. If County becomes party to any litigation resulting from this project that is not the fault of Consultant and that requires Consultant's services, the additional fee to be paid shall be one that is mutually agreed upon between County and Consultant.

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

5. AVAILABILITY OF FUNDS

5.1. The obligations of the Parties are conditioned upon the continued availability of Oneida County and Federal funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate Oneida County and/or Federal 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 County shall be under no further obligation to Consultant other than payment for costs actually incurred prior to termination and in no event will County be responsible for any actual or consequential damages as a result of termination.

6. SCOPE OF SERVICES

6.1. 1.1. Consultant agrees to furnish services set forth in **Exhibit A**, attached hereto and incorporated herein.

6.2. Consultant shall furnish all equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

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 to County under this Agreement.

7.2. Consultant's work product shall be completed and submitted in accordance with industry standards. Completion dates, if specified herein, may only be modified by mutual written agreement between County and Consultant. Consultant agrees to diligently perform the Services to be provided under this Agreement.

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, 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 has examined and carefully studied the Contract Documents, with attachments, and fully comprehends the requirements and intent of the Contract Documents.

7.7. Consultant shall use Consultant's best efforts to perform the Services such that the results are satisfactory to County. 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.

7.8. Consultant is solely responsible for paying all of its business expenses related to

furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

7.9. Consultant may, at Consultant's own expense, employ or engage the services of sub consultants and/or partners as Consultant deems necessary to perform the Services. Employees, sub-consultants and/or partners are not and shall not be employees of County, and County shall have no obligation to provide employees, sub consultants and/or partners with any salary or benefits. Consultant shall be solely responsible and shall remain liable for the performance of the Services by the employees, sub consultants and/or partners in a manner satisfactory to County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

7.10. Consultant acknowledges and agrees that Consultant and its employees, sub-consultants and/or partners have no authority to enter into contracts that bind County or create obligations on the part of County without the prior written authorization of County.

7.11. Consultant understands that prompt and ready completion of the Services is required by County. Consultant shall immediately notify County in writing of any difficulty in complying with requirements of this Agreement.

7.12. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by Consultant or its sub-consultants in connection with these services shall be delivered to and shall become the exclusive property of County. County is licensed to utilize these documents for County applications on other projects or extensions of this project, at its own risk. Consultant and its sub-consultants may retain and use copies of such documents, with written approval of County.

8. NON ASSIGNMENT

8.1. In compliance with New York General Municipal Law Section 109, Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of the Agreement, or of its right, title or interest therein, or his power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the 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 Consultant proposes to award any portion of the Services. County shall be provided a copy of any and all agreement(s) between Consultant and any sub-consultants regarding the award of any portion of the Services within ten (10) days of their final execution.

9.3. Agreements between Consultant and the sub-consultant shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits and Contract Documents, insofar as applicable.

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 through a Change Order as provided by County as attached hereto as **Exhibit B**.

11. PROJECT MANAGERS

11.1. County designates Mark Laramie, Deputy Commissioner, Division of Engineering, as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for liaison and coordination between County and Consultant. In the event County wishes to make a change in County's representative, County will notify Consultant of the change in writing.

11.2. Consultant designates John R. Freeman, 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 County Project Manager.

12. NOTICES

12.1. Any notice which County may desire or is required at any time to give or serve Consultant may be delivered personally, or be sent by United States mail, postage prepaid, addressed to Consultant's Project Manager's attention, or at such other address as shall have been last furnished in writing by Consultant to County.

12.2. Any notice which Consultant may desire or is required at any time to give or serve upon County may be delivered personally at 6000 Airport Road, Oriskany, New York, or be

sent by United States mail, postage prepaid, addressed to Deputy Commissioner, Division of Engineering, 6000 Airport Road, Oriskany, New York 13424, or at such other address as shall have been last furnished in writing by County to Consultant. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

13. INDEPENDENT CONTRACTOR STATUS

13.1. It is expressly agreed that the relationship of Consultant and its employees, sub consultants and/or partners to County shall be that of Independent Contractors. Consultant and its employees, sub consultants and/or partners shall not be considered employees of County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. Consultant and its employees, sub consultants and/or partners, 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 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 County.

13.2. Consultant 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. Consultant and County agree that Consultant is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

13.3. Consultant and its employees, sub consultants and/or partners 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.

13.4. Consultant acknowledges and agrees that neither Consultant, nor its employees, sub-consultants and/or partners shall be eligible for any County employee benefits, including retirement membership credits.

13.5. Consultant shall be solely responsible for applicable taxes for all compensation paid to Consultant or its employees, sub-consultants and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization,

and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. County shall not be responsible for withholding from the payments provided for Services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Consultant shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

13.6. Consultant shall indemnify and hold County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

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

13.8. Consultant agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

14. INDEMNIFICATION

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

14.2. Consultant agrees that it shall defend, indemnify and hold harmless County from and against all liability, damages, expenses, costs, (including, without limitation, attorneys' fees and expenses) causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the Services of Consultant and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by Consultant or failure on the part of Consultant to comply with any of the covenants, terms or conditions of this Agreement. The obligations of Consultant under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

14.3. Consultant shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, employees, sub-consultants or to any other persons, 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 officers, trustees, servants or independent sub-consultants, and shall hold harmless and indemnify 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 Consultant, its officers, trustees, agents, servants, volunteers or sub consultants. Consultant shall be solely responsible for the safety and protection of all of its employees, volunteers, sub-consultants or other agents whether due to the negligence, fault or default of Consultant or not.

15. INSURANCE REQUIREMENTS

15.1. As part of its obligation to indemnify, defend and hold harmless County, its officers, agents, employees, as set forth above, Consultant agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

15.2. 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 New York State. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

15.3. Consultant shall not commence Services until such insurance has been approved by County. The certificates shall be on forms approved by County. Acceptance of the certificates shall not relieve Consultant of any of the insurance requirements, nor decrease the liability of Consultant. County reserves the right to require Consultant to provide insurance policies for review by County. Consultant grants County a limited power of attorney to communicate with Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15.4. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of Consultant'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 County.

15.5. Commercial General Liability Insurance (CGL): Consultant agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and 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) per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000) annual aggregate. Consultant agrees to have County added to said insurance policy and/or policies as a named additional insured, on a primary, non-contributory basis, as their interest may appear. 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.

15.5.1. Coverage for the additional insureds shall include completed operations.

15.5.2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each Project, if applicable.

15.5.3. 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, XCU (explosion, collapse and underground coverage) and personal and advertising injury.

15.5.4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions).

15.5.5. Consultant shall maintain CGL coverage for itself and the additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Services.

15.6. Auto Liability Insurance: Consultant agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Consultant agrees to have County and Consultant added to said insurance policy/policies as named additional insureds, on a primary, non-contributory basis, as their interests may appear.

15.7. Excess/Umbrella Liability Insurance: Consultant agrees that it will, 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) per occurrence and such insurance shall not be less than Three Million Dollars

(\$3,000,000) annual aggregate. Consultant agrees to have County and Consultant added to said insurance policy/policies as named additional insureds, on a primary, non-contributory basis, as their interests may appear. 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 other than the CGL, Auto Liability, and Employers Liability maintained by County.

15.8. Professional and Pollution Liability Insurance: Consultant shall maintain a Professional and Pollution liability policy and will provide County with proof of coverage in the amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate.

15.9. Workers Compensation and Employers Liability Insurance: Consultant agrees that it will, 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 Worker's Compensation Law.

15.10. Consultant shall require any sub-consultants to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of Consultant in the above Insurance Requirements paragraphs.

16. WAIVER OF SUBROGATION

16.1. Consultant waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above.

17. REQUIRED PROVISIONS OF LAW

17.1. 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.

17.2. 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.

17.3. 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. If Consultant is determined to be in violation of this section, then Consultant shall be deemed to be in breach of this Agreement.

18. BREACH

18.1. A breach of this Agreement shall include, but not be limited to, the following:

18.1.1. 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;

18.1.2. If any representation or warranty made by Consultant in this Agreement shall be incorrect or fallacious in any respect;

18.1.3. If Consultant shall file a voluntary 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 federal bankruptcy act, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of Consultant;

18.1.4. If Consultant assigns its rights and duties under this Agreement without written consent of County;

18.1.5. County shall review Consultant's performance. If it is found Consultant is not meeting Agreement conditions, he/she will be formally notified. If the condition is not corrected, then this will be cause for Agreement termination;

18.1.6. 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.

18.2. If Consultant breaches the 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 work required under the Agreement and charge the expense thereby incurred against the monies to which Consultant would have

been entitled under the Agreement, or may contract with a third party for the performance of the work and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the work, Consultant agrees to reimburse County for all costs, expenses and damages incurred by County in completing the work in accordance with this Agreement.

18.3. 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.

19. TERMINATION

19.1. This Agreement may be terminated by County immediately for cause or upon ten (10) days written notice.

19.2. If this Agreement is terminated, Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that County may condition payment of such compensation upon Consultant's delivery to County of any and all documents, photographs, computer software, videotapes, and other materials provided to Consultant or prepared by Consultant for County in connection with this Agreement. Payment by County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which Consultant is entitled in the event of termination of the Agreement and Consultant shall be entitled to no other compensation or damages and expressly waives same.

19.3. 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 its obligations under this Agreement through no fault of Consultant.

20. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

20.1. Original and generated computer diskettes, drawings and specification manuscripts are to remain the property of County whether or not the project is completed. 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.

21. STANDARD ADDENDUM

21.1. Consultant shall comply with County's Standard Addendum attached hereto as **Exhibit E.**

22. NON WAIVER

22.1. 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.

23. CHOICE OF LAW/FORUM

23.1. 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.

23.2. This Agreement shall be construed and enforced in accordance with the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

24. CONFLICTS

24.1. The terms of this Agreement shall control over any conflicting terms in any referenced documents and/or exhibits.

25. SUCCESSORS AND ASSIGNS

25.1. 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.

26. ANTI-COLLUSION

26.1. Consultant shall certify that it did not employ or retain for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement.

26.2. Consultant shall certify that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Agreement.

26.3. Consultant shall certify that it has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant)

any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, unless such payments or agreements have been expressly disclosed to County.

26.4. Consultant shall execute a certification document, which shall be attached hereto and made a part hereof as **Exhibit D**, attesting to the requirements stated in 26.1, 26.2, and 26.3 above. This certification shall be executed by Consultant prior to execution of this Agreement.

27. SEVERABILITY

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

28. ENTIRE AGREEMENT

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

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

28.3. Multiple copies of this Agreement may be executed by the Parties and the Parties agree that the Agreement on file at County is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.

29. INCORPORATION BY REFERENCE

29.1. The following exhibits, attached hereto, are deemed incorporated into this Agreement:

29.1.1. Exhibit A, Project Description & Scope of Work

29.1.2. Exhibit B, Change Order

29.1.3. Exhibit C, Hourly Rate Schedule

29.1.4. Exhibit D, Certification of Consultant

29.1.5. Exhibit E, Standard Addendum

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

30. AUTHORITY TO ACT/SIGN

30.1. Consultant 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 Consultant 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, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Contract or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

31. ADVICE OF COUNSEL

31.1. 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.

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IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

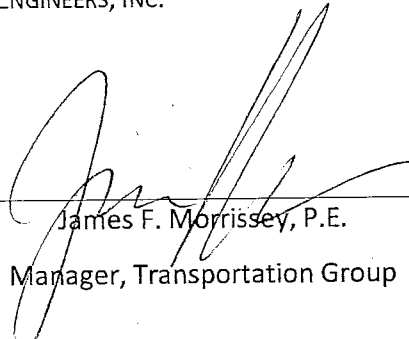
By:

Anthony J. Picente, Jr.
Oneida County Executive

Date:

C&S ENGINEERS, INC.

By:



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

Date:

9.13.17

Approved:

By:

Raymond F. Bara
Assistant County Attorney

Date:

Exhibit A – Project Description & Scope of Work

1. PROJECT DESCRIPTION

- 1.1. Estimated Construction Timeframe is Summer 2017 – Spring 2018
- 1.1. Replacement of Structure C1-7, Summit Road over Willis Brook, Town of Paris. The existing 6 ft. wide x 3.5 ft. high masonry arch with concrete box extensions will be replaced in its entirety. Construction Inspection duration is estimated at 4 weeks.
- 1.2. Replacement of Structure C1-6, Mason Road over Tinker Hollow Brook, Town of Sangerfield. The existing 16 ft. wide x 5 ft. high I beam bridge will be replaced in its entirety. Construction Inspection duration is estimated at 6 weeks.
- 1.3. Replacement of Structure C1A-67A, Sheehan Road over Christian Brook, Town of Annsville. The existing 5.5 ft. wide x 3 ft. high cast in place concrete box with corrugated arch pipe and concrete pipe extensions will be replaced in its entirety. Construction Inspection duration is estimated at 4 weeks.
- 1.4. Rehabilitation of Structure C4-75, Buck Hill Road over Cyrus Brook, Town of Western. The existing 5 ft. wide x 4 ft. high cast in place concrete box culvert will be rehabilitated via addition of extensions upstream and downstream. Construction Inspection duration is estimated at 4 weeks.
- 1.5. Rehabilitation of Structure C5-50A, Vienna Road over Vienna Brook, Town of Vienna. The existing 10 ft. wide x 4 ft. high cast in place concrete box culvert will be rehabilitated via miscellaneous repairs and replacement of culvert rail and approach rail. Construction Inspection duration is estimated at 4 weeks.

2. SCOPE OF SERVICES

- 2.1. The Chief Inspector shall possess NICET Level III or Level IV Certification in Transportation / Highway Construction. In lieu of NICET Certification, proof of equivalent training and/or experience may be considered.
- 2.2. The Chief Inspector, shall have at least 5 years of civil or highway construction inspection experience and knowledge of construction materials and methods. He/She must have the ability to (a) maintain field and office records, (b) to perform complex quantity and engineering computations, (c) read and interpret plans and specifications, and (d) deal with people.
- 2.3. The Chief Inspector must have a thorough knowledge and understanding of the New York State Department of Transportation Standard Specifications Construction and Materials Manual and the New York State Department of Transportation Manual for Uniform Record Keeping (MURK).
- 2.4. The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.
- 2.5. In accordance with this contract, the inspector will:
 - 2.5.1. Keep a daily diary and digital photo log of all events pertinent to the progression of the project.
 - 2.5.2. Verify that materials utilized are as specified in the contract documents.
 - 2.5.3. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
 - 2.5.4. Document quantities in a manner sufficient to recommend payment for work completed.
 - 2.5.5. Review and make recommendation of Contractor's requests for payment.
 - 2.5.6. Keep County Liaison informed of progression of work.
- 2.6. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.

- 2.7. The Consultant's Project Manager or Chief Inspector will arrange for and conduct a preconstruction meeting. The Project Manager will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.
- 2.8. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.
- 2.9. The inspector will keep a project specific daily diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.
- 2.10. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.
- 2.11. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.
- 2.12. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.
- 2.13. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.
- 2.14. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.
- 2.15. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.
- 2.16. The inspector will invoice the County monthly for services rendered, based upon 2017 billing rates submitted. Personnel billing rates shall be submitted for the 2017 calendar year and shall be marked "Exhibit B". In the event that projects continue into 2018 the consultant has the option to perform work under the 2017 billing rate or submit revised billing rates for consideration.

Exhibit B

Contract No. _____

Change Order No. _____

Effective Date _____

CHANGE ORDER

This Change Order modifies the Consulting Services Agreement entered into this ___ day of _____, _____, between Oneida County ("CLIENT") and C & S Engineers, Inc. ("CONSULTANT"), this Change Order modifies the Agreement as follows:

1. **Change in Services:**

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

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

All other terms and conditions remain unchanged.

CLIENT

CONSULTANT

Signature

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

Approved

Oneida County Attorney

Exhibit C – Hourly Rate Schedule

For the purpose of equal evaluation of proposals submitted, the consultant shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

- a. Resident Engineer / Chief Inspector
- b. Project Manager
- c. Administrative Assistant

Construction documents will be prepared and all projects bid within one package. Projects may be awarded to a single or multiple Contractors.

1. Structure C1-7, Summit Road over Willis Brook, Town of Paris

Estimated Project Duration: 4 weeks

a. 160 hours @	<u>\$82.75</u>	/hour=	<u>\$13,240.00</u>	(straight time)
a. 40 hours @	<u>\$40.00</u>	/hour=	<u>\$1,600.00</u>	(over time)
b. 40 hours @	<u>\$119.75</u>	/hour=	<u>\$4,790.00</u>	
c. 20 hours @	<u>\$0.00</u>	/hour=	<u>\$0.00</u>	
		Total	<u>\$19,630.00</u>	

2. Structure C1-6, Mason Road over Tinker Hollow Brook, Town of Sangerfield.

Estimated Project Duration: 6 weeks

a. 240 hours @	<u>\$82.75</u>	/hour=	<u>\$19,860.00</u>	(straight time)
a. 60 hours @	<u>\$40.00</u>	/hour=	<u>\$2,400.00</u>	(over time)
b. 60 hours @	<u>\$119.75</u>	/hour=	<u>\$7,185.00</u>	
c. 30 hours @	<u>\$0.00</u>	/hour=	<u>\$0.00</u>	
		Total	<u>\$29,445.00</u>	

3. Structure C1A-67A, Sheehan Road over Christian Brook, Town of Annsville.

Estimated Project Duration: 4 weeks

a. 160 hours @	<u>\$82.75</u>	/hour=	<u>\$13,240.00</u>	(straight time)
a. 40 hours @	<u>\$40</u>	/hour=	<u>\$1,600.00</u>	(over time)
b. 40 hours @	<u>\$119.75</u>	/hour=	<u>\$4,790.00</u>	
c. 20 hours @	<u>\$0.00</u>	/hour=	<u>\$0.00</u>	
		Total	<u>\$19,630.00</u>	

4. Structure C4-75, Buck Hill Road over Cyrus Brook, Town of Western.

Estimated Project Duration: 4 weeks

a.1 60 hours @	<u>\$82.75</u>	/hour=	<u>\$13,240.00</u>	(straight time)
a. 40 hours @	<u>\$40.00</u>	/hour=	<u>\$1,600.00</u>	(over time)
b. 40 hours @	<u>\$119.75</u>	/hour=	<u>\$4,790.00</u>	
c. 20 hours @	<u>\$0.00</u>	/hour=	<u>\$0.00</u>	
		Total	<u>\$19,630.00</u>	

5. Structure C5-50A, Vienna Road over Vienna Brook, Town of Vienna.

Estimated Project Duration: 4 weeks

a. 160 hours @	<u>\$82.75</u>	/hour=	<u>\$13,240.00</u>	(straight time)
a. 40 hours @	<u>\$40.00</u>	/hour=	<u>\$1,600</u>	(over time)
b. 40 hours @	<u>\$119.75</u>	/hour=	<u>\$4,790.00</u>	
c. 20 hours @	<u>\$0.00</u>	/hour=	<u>\$0.00</u>	
		Total	<u>\$19,630.00</u>	

Exhibit D

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of C&S Engineers, Inc., a company organized under the laws of the State of New York, having their principal office for the transaction of business at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or

(c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: C&S Engineers, Inc.

By: 

Name: James F. Morrissey, P.E.

Title: Manager, Transportation Group

Date: 9.13.17

Attest: _____

Exhibit E

STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this ___ day of _____, 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, and thereafter,

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

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

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

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

- 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

- 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
- 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
- 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent

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

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

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

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. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other

person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The 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. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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 hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

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

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

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

**ONEIDA COUNTY
WORKERS' COMPENSATION DEPARTMENT**

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

PHONE: (315) 798-5688 FAX: (315) 798-5924

Michael L. Lally

Email: mlally@ocgov.net

Oneida County
Board of Legislators
Gerald J. Fiorini, Chairman

Workers' Compensation
Committee
Norman Leach, Chairman

October 3, 2017

FN 20 17-334

Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
800 Park Avenue
Utica, New York 13501

WORKERS' COMPENSATION

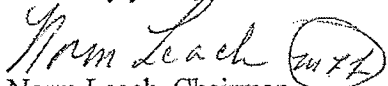
WAYS & MEANS

Dear Chairman Fiorini:

The Workers' Compensation Committee will be meeting prior to the November 08, 2017 Board meeting to consider the renewal of the Excess (Stop Loss) policy for the period 2017-2018.

I respectfully request that this be forwarded for consideration.

Sincerely yours,



Norm Leach, Chairman
Workers' Compensation Committee

NL:ml

Midwest Employers Casualty Company
Renewal Rate Commitment Agreement

Oneida County Self Insurance Plan
TBD
11/20/16-17

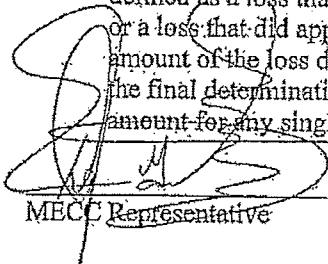
Midwest Employers Casualty Company agrees to the following Excess Workers' Compensation Rates for the Policy Periods shown subject to the conditions listed below:

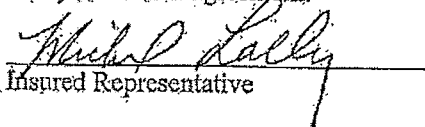
Initial Policy (\$1,250,000SIR)
Policy Period: 11/20/16 to 11/20/17
Excess Rate: .2705/Per \$100 of Payroll

Renewal Policy (\$1,250,000SIR)
Renewal Policy Period: 11/20/17 to 11/20/18
Excess Rate: .2705/Per \$100 of Payroll

The following conditions must be met for the above rate commitment agreement to apply to the Renewal Policy:

- There must be no changes in terms or limits on the Renewal Policy from the Initial Policy
- There must be no catastrophic event, such as an act of terror or a significant natural disaster, that occurs during the Initial Policy term.
- There must be no significant deterioration in the insured's financial condition as determined by MECC's Finance Department.
- There must be no significant change in the hazards presented by the Named Insured's operations and/or its payroll total and allocation by class code.
- At the time of renewal rating, no new single large loss may have a total incurred amount that exceeds 50% of the Initial Policy's SIR. A "new" single large loss is defined as a loss that either did not appear in the Initial Policy period's loss data or a loss that did appear but for which MECC's estimate of the total incurred amount of the loss did not exceed 50% of the SIR. In all cases, MECC will make the final determination of the appropriate and best estimate of the total incurred amount for any single large losses that may affect this agreement.


MECC Representative


Insured Representative

This agreement is not valid without the signature of both parties to the agreement.

ANTHONY J. PICENTE, JR., *County Executive*
JOHN R. KENT, Jr., *Commissioner*

(315) 798-5710
FAX (315) 798-5852
planning@ocgov.net



Oneida County Department of Planning
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

September 7, 2017

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

FN 20 17-335 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
**ECONOMIC DEVELOPMENT
& TOURISM**
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
WAYS & MEANS Date 9/14/17

Dear County Executive Picente:

As you are aware, Oneida County desires to see the creation of an agricultural business incubator to assist current and future agriculture related businesses with educational workshops, business mentoring and networking events. The Mohawk Valley Community College Foundation, Inc. currently operates the thINCubator, a business incubator and student accelerator in Utica, which provides people, programs and a place to accelerate the ideas of entrepreneurs. The thINCubator, in cooperation with Cornell Cooperative Extension Association of Oneida County, will be a conduit through which the County can develop an agri-business incubator. In order to process these funds, we need your signature to finalize the contract execution between Oneida County, Mohawk Valley Community College (MVCC) Foundation and Cornell Cooperative Extension Association of Oneida County.

The funding of \$50,000 will be utilized to hire a program coordinator to work with Oneida County and MVCC Foundation's thINCubator to further the goals of the agricultural business incubator.

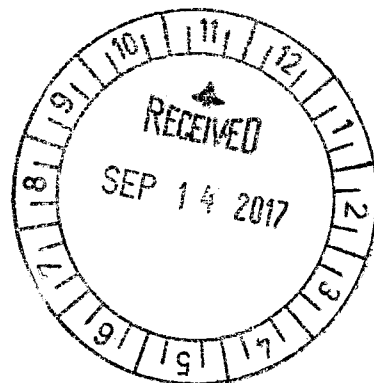
If you are in agreement, it would be great appreciated if you would please endorse this letter and agreement and forward the same to the Board of Legislators for consideration at their next session.

Thank you for your assistance in this matter.

Sincerely,

John R. Kent, Jr.

John R. Kent, Jr.
Commissioner



Oneida Co. Department: Planning

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendors: Mohawk Valley Community College Foundation, Inc.
1101 Sherman Drive
Utica, New York 13501

Cornell Cooperative Extension Association of Oneida County
121 Second Street
Oriskany, New York 13424

Title of Activity or Service: Funding agreement to assist in the establishment of an Agricultural Business incubator.

Proposed Dates of Operation: Effective November 1, 2017 – November 1, 2018

Client Population/Number to be Served: Local farmers/agricultural businesses and those interested in establishing agricultural businesses in Oneida County.

Summary Statements

- 1) **Narrative Description of Proposed Services:** Cornell Cooperative Association of Oneida County will utilize the \$50,000 to hire a program coordinator to work with Oneida County and MVCC Foundation's thINCubator to further the goals of the agricultural business incubator.
- 2) **Program/Service Objectives and Outcomes:** To establish an Agricultural Business incubator.
- 3) **Program Design and Staffing:** To be staffed by the MVCC Foundation thINCubator in Utica and a Program Coordinator (through Cornell Cooperative Association Extension of Oneida County).

Total Funding Requested: \$50,000

Account # A2495.49510

Oneida County Dept. Funding Recommendation: \$50,000

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 2017, by and between the COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, hereinafter referred to as the “County,” and CORNELL COOPERATIVE EXTENSION ASSOCIATION OF ONEIDA COUNTY, a County extension service association comprised of an unincorporated organization of citizens of Oneida County and organized, authorized and operating pursuant to New York County Law §224(8), and having its principal place of business at 121 Second Street, Oriskany, New York 13424, hereinafter referred to as the “Contractor,” and the MOHAWK VALLEY COMMUNITY COLLEGE FOUNDATION, 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 1101 Sherman Drive, Utica, New York 13501, hereinafter referred to as the “Foundation.”

WITNESSETH

WHEREAS, the County is interested in creating a business incubator for agricultural businesses throughout Oneida County, and would like to conduct further research into the specific resources needed by the agricultural business community, as well as to ascertain the specific needs within that community for the incubator services; and

WHEREAS, Mohawk Valley Community College (hereinafter “MVCC”), the Foundation, and SUNY Cobleskill have all expressed interest in partnering with the County in the creation and implementation of an agricultural business incubator; and

WHEREAS, the Foundation operates the thINCubator, a business incubator and student accelerator located at 326 Broad Street, Utica, New York, which provides people, programs, and a place to accelerate the ideas of entrepreneurs; and

WHEREAS, the Contractor is an agency that possesses the skills and resources necessary to conduct the research the County and its partners require in order to create the agricultural business incubator; and

WHEREAS, the parties intend that the Contractor receive funding from the County in exchange for the performance of such duties;

NOW, THEREFORE it is agreed as follows:

1. **FEE FOR SERVICES**: The County agrees to provide a total of Fifty Thousand Dollars (\$50,000.00) to the Contractor for the services provided under the terms of this Agreement.
2. **SCOPE OF SERVICES (CONTRACTOR)**: The Contractor shall complete the following activities:
 - a. Hire a Program Coordinator to work with the County and the Foundation, through the Foundation's thINCubator. The Program Coordinator will be tasked with:
 - i. Spearheading and managing all of the research efforts related to the determination of need and scope for the agricultural business incubator; and
 - ii. Surveying target business demographics and focus groups; and
 - iii. Meeting regularly with representatives from the County, the Foundation, MVCC and SUNY Cobleskill to keep all parties and partners to this effort apprised and updated as to the status and progress of the agricultural business incubator; and
 - iv. Coordinating all initial activities for the agricultural business incubator, including, but not limited to, workshops, educational presentations, business mentorship, technical assistance and partner meetings; and
 - v. Managing and coordinating all initial marketing efforts for the agricultural business incubator; and
 - vi. Coordinating application intake efforts with SUNY Cobleskill and MVCC; and

- vii. Other activities which are later deemed necessary by the County, the Foundation or the Contractor to further the goals of the agricultural business incubator.
- b. Contract with an outside agency to conduct a feasibility study regarding agricultural business needs in Oneida County, in order to ascertain what specific services and/or resources are needed by the community to assist in starting or growing their businesses.
- c. Prepare a final report for the County and its partners to review.

3. **SCOPE OF SERVICES (FOUNDATION):** The Foundation agrees to allow the Program Coordinator hired by the Contractor to have full access to, and the full use of the resources of its thINCubator facilities.

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 provided for in this agreement. The Contractor shall use the Contractor's best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- b. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide 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, in compliance with any and all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

- c. The Contractor acknowledges and agrees that neither the Contractor nor its Assistants have any 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.
- d. The Contractor shall inform the County within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The Contractor maintains the right to do so at any time, and the County maintains the right to contract with other individuals or entities to perform the same services.

5. INDEPENDENT CONTRACTOR STATUS

- a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor's officers, agents, directors and employees shall not be considered to be employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor's officers, agents, directors and employees, in accordance with the status of the Contractor as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, and 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 claims, demands or applications to or for any right or privilege applicable to officers or employees of the County.
- b. The Contractor's Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- c. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- d. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or

other 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). Contractor shall provide proof of workers' compensation insurance, where applicable, prior to 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 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 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.

6. INDEMNIFICATION:

- a. To the fullest extent permitted by applicable law, the Contractor shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (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

Contractor, its officers, agents, employees (including any of the Contractor's authorized personnel) arising out of or in connection with the exercise by Contractor or any of the Contractor's authorized personnel of the rights and privileges granted by or pursuant to this agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

- b. To the fullest extent permitted by applicable law, the Foundation 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 Foundation, its officers, agents, employees (including any of the Foundation's authorized personnel) arising out of or in connection with the exercise by Foundation or any of the Foundation'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.

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 or other general operating expenses.
8. **TRAINING:** The Contractor's officers, agents, directors and employees shall not be required to attend or undergo any training by the County. Contractor shall be fully

responsible for any 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. **ADVICE OF COUNSEL:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

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

11. **EFFECTIVE DATE:** This Agreement shall be effective upon its execution by both parties and shall terminate one year from the date of execution.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

[SIGNATURES APPEAR ON NEXT PAGE]

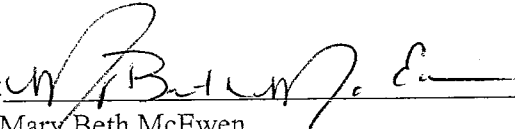
ONEIDA COUNTY

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

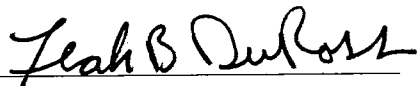
CORNELL COOPERATIVE EXTENSION ASSOCIATION OF ONEIDA COUNTY

By:  _____

Mary Beth McEwen
Executive Director

Date: 9/11/17

MOHAWK VALLEY COMMUNITY COLLEGE FOUNDATION, INC.

By:  _____

Frank B. DuRoss
Executive Director

Date: 9/11/17

Approved

By: _____

Robert E. Pronteau, Esq.
Assistant County Attorney

ANTHONY J. PICENTE, JR., *County Executive*
JOHN R. KENT, Jr., *Commissioner*

(315) 798-5710
FAX (315) 798-5852
planning@ocgov.net



Oneida County Department of Planning
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

September 7, 2017

FN 20 17-336

**ECONOMIC DEVELOPMENT
& TOURISM**

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

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

WAYS & MEANS

Anthony J. Picente, Jr.
County Executive

Date 9/26/17

Dear County Executive Picente:

Currently, Mohawk Valley EDGE serves as the administrator of Oneida County's Community Development Block Grant (CDBG) "program income." This fund has existed since 2000 when Oneida County was awarded funding for a Micro/Agri-business Loan Program. As the loans were repaid to EDGE, these funds are defined as "program income" under the CDBG regulations. Recently we have been instructed by the New York State Office of Community Renewal (OCR) that program income cannot be saved as a "rainy day fund." In fact, the United States Department of Housing and Urban Development's (HUD's) CDBG regulations state that program income must be used first to fund an eligible project before asking for additional CDBG funds. This is included in all grant agreements with OCR as well as our sub-recipient agreements with EDGE for CDBG-eligible projects. Due to this regulation, we need to take a hard look at the program income balance of \$489,196.96 (as of 8/10/17), and commit the funds to CDBG-eligible projects so we do not jeopardize future requests to NYS OCR for project funding.

The Oneida County Economic Development Grant Program will utilize Oneida County's OCR program income funds to assist new and existing Oneida County businesses, provide new job opportunities, retain existing jobs and, ultimately, broaden the tax base of Oneida County. Assistance will be available to projects within microenterprise, small business and economic development frameworks as defined by the OCR's CDBG guidelines and located outside the HUD entitlement cities of Utica and Rome. Financial credit for new job creation will be granted based upon established NYSOCR CDBG guidelines with all funds being disbursed as reimbursement for eligible capital investment and job creation for low- and moderate-income persons.

In order to begin distributing these funds through this new program, we need your signature to finalize the contract execution between Oneida County and Mohawk Valley EDGE. If you are in agreement, please endorse this letter and forward this agreement to the Board of Legislators for consideration at their next session.

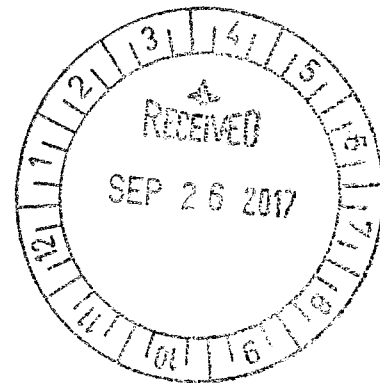
Since the CDBG program does not require a local match, no Oneida County dollars will be expended on this project. The Economic Development Growth Enterprises Corporation (Mohawk Valley EDGE) will administer the CDBG program on behalf of Oneida County.

Thank you for your assistance in this matter.

Sincerely,

John R. Kent, Jr.

John R. Kent, Jr.
Commissioner



Oneida Co. Department: Planning

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendors: Economic Development Growth Enterprises Corporation
(MVEDGE)
584 Phoenix Drive
Rome, New York 13441

Title of Activity or Service: Establish an Economic Development Grant Program utilizing
Oneida County's Community Development Block Grant (CDBG)
program income funds.

Proposed Dates of Operation: Effective approx. November 1, 2017 – November 1, 2020

Client Population/Number to be Served: Low and moderate-income persons in Oneida
County, as per CDBG regulations.

Summary Statements

- 1) **Narrative Description of Proposed Services:** MVEDGE will utilize the funding to provide assistance to businesses within Oneida County with expansion, development and job creation and other activities to enhance and/or grow the business, according to CDBG guidelines/regulations.
- 2) **Program/Service Objectives and Outcomes:** To establish an Economic Development Grant Program that will create new jobs.
- 3) **Program Design and Staffing:** Economic Development project to be administered by MVEDGE.

Total Funding Requested: \$ 489,196.96 (balance as of 8/10/17) **Account #** N/A

Oneida County Dept. Funding Recommendation: \$489,196.96 (Bal. on 8/10/17)

Proposed Funding Sources (Federal \$/ State \$/County \$): CDBG Program Income funds

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (the "Agreement"), dated as of the ____ day of _____, 20____, is by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "County," and ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION, an economic development corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at 584 Phoenix Drive, Rome, New York 13441, hereinafter referred to as "MVEDGE."

WITNESSETH:

WHEREAS, the New York State Housing Trust Fund Corporation (the "HTFC"), represented by the New York State Office of Community Renewal ("NYSOCR") and the County have entered into several New York State Community Development Block Grant Agreements (the "CDBG Agreements"); and

WHEREAS, pursuant to the CDBG Agreements, HTFC has made available certain amounts of Community Development Block Grant funds (the "CDBG Funds") available to the County so as to enable the County to assist businesses within the County with expansion, development and job creation and other activities to enhance and/or grow their businesses; and

WHEREAS, at the completion of many of the projects involving CDBG Funds, a balance remains (the "Program Income Funds") that can be made available for other purposes and programs that meet the guidelines established by HTFC and NYSOCR for disbursement of CDBG Funds; and

WHEREAS, the County wishes to establish the Oneida County Economic Development Grant Program (the "Oneida County Grant Program"), which is designed to utilize the County's Program Income Funds to enhance flexibility and affordability, to assist new and existing Oneida County businesses, provide new job opportunities, retain existing jobs and, ultimately, broaden the tax base of Oneida County; and

WHEREAS, the HTFC and NYSOCR now administer and have adopted and adhere to the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") regulations set forth in 24 CFR Part 570 and 2 CFR Part 200 and applicable subparts; and

WHEREAS, the County, as the grantee of the CDBG Funds under the CDBG Agreements, is responsible for the timely and efficient use of said funds and to ensure that and project utilizing these funds is completed according to

federal guidelines for grantees of CDBG funds through HUD as set forth in the CDBG regulations contained in 24 CFR Part 570 and 2 CFR Part 200 and applicable subparts; and

WHEREAS, MVEDGE has the capacity to administer the use of the CDBG Funds and implement the Oneida County Grant Program in accordance with and in the best interests of the County;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do mutually agree as follows:

Section 1. Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

“CDBG funds” shall apply to all Community Development Block Grant funds, including funds in the form of grants under 24 CFR Part 570, Subpart F and Program Income as defined at 24 CFR 570.489(e).

“Low-and moderate-income person” shall have the meaning ascribed to such term in the HUD regulations set forth in 24 CFR §570.3, as the same may be amended from time-to-time.

“Program Income” means gross income received by the County or MVEDGE which is directly generated from the use of CDBG funds and which is further defined and described at 24 CFR 570.489(e).

Section 2. Statement of Work

2.1 MVEDGE shall perform and complete in a reasonably satisfactory and proper manner certain activities in connection with the Oneida County Grant Program (such activities being, collectively, the “Work”). Said Work shall include the following:

- a.) MVEDGE shall administer and monitor, on behalf of the County, the execution and performance of the Oneida County Grant Program;
- b.) MVEDGE will comply with applicable federal regulations established by HUD and the HTFC;
- c.) MVEDGE will take all actions or arrange for others to take such actions as may be necessary to plan, design (if necessary),

secure property (if necessary) and carry out the Oneida County Grant Program;

- d.) MVEDGE shall take such steps as are reasonably necessary to ensure that the Oneida County Grant Program and related activities comply with all applicable HUD/HTFC guidelines and criteria;
- e.) MVEDGE shall provide all necessary information to allow for the County to review applications for funding, which is required prior to MVEDGE disbursing any additional CDBG Funds;
- f.) MVEDGE shall assist each recipient company or individual of a grant from the Oneida County Grant Program (a "Recipient") in meeting any specific requirements, including any job creation and/or job maintenance requirements as set forth by MVEDGE to the. For the life of the reporting period required by HTFC and NYSOCR, MVEDGE will be responsible for semi-annually reporting to the County the job creation and/or job maintenance numbers related to the Oneida County Grant Program.

2.2 Oneida County Grant Program Objectives:

- a.) The Program may encompass projects within microenterprise, small business and economic development frameworks as defined by the NYSOCR's CDBG guidelines.
- b.) Financial credit for new job creation will be granted based upon established the NYSOCR's CDBG guidelines, with all funds being disbursed as reimbursement for eligible capital investment and job creation.
- c.) Applicants without evidence of prior business operations will be considered under the CDBG microenterprise guidelines for potential financial assistance.

2.3 Eligibility Criteria--Eligible Activities:

- a.) Provide assistance to businesses involved in the manufacturing, warehousing and distribution, agri-business, high technology, research and development and traditional and innovative small business sectors.
- b.) May be from different business categories: Microenterprise (5 employees or less); Small Business (6 - 25 employees); Economic Development (greater than 25 employees).

- c.) Must be located within Oneida County, but outside of the CDBG entitlement cities of Utica and Rome.
- d.) Must support the Oneida County Grant Program objectives.
- e.) Must result in the creation of jobs which are available to or held by low- and moderate-income ("LMI") persons as defined by NYSOCR and CDBG guidelines; in the case of a microenterprise, if the owner of the applicant business is to be considered as a new job, he or she must meet CDBG's LMI guidelines at the time of application to the Oneida County Grant Program.
- f.) Purchase of capital assets such as production machinery and equipment as well as furniture, fixture and equipment and working capital uses are eligible.
- g.) Utilization of funds must be eligible pursuant to the guidelines governing the CDBG program and as amended. The use of the funds must meet these requirements, including, but not limited to, 24 CFR Part 570 and 2 CFR Part 200 and applicable subparts.

2.4 Eligibility Criteria--Ineligible Activities:

- a.) Activities deemed illegal by the County or MVEDGE at time of application, or subsequently within the period of the executed Grant Disbursement Agreement (the "Grant Agreement") between MVEDGE and any Recipient.
- b.) Activities that, at the discretion of MVEDGE or the County, do not meet or further the Oneida County Grant Program objectives.
- c.) Activities that are ineligible for assistance under the Small Business Act, as amended and further described in Chapter 1 of Title 13, Code of Federal Regulations, and in Chapter 1, Section 3 of the "Standard Operating Procedures" of the Small Business Administration.

2.5 Eligible Applicants:

- a.) Must be or become a commercial enterprise and have its primary base of operations within Oneida County at time of application; the owner (with microenterprise projects only) or new job creation must fit within economic development eligibility criteria

of the prospective applicant's employee base at time of application, pursuant to NYSOCR and CDBG eligibility criteria.

- b.) Must be or become a bona-fide registered United States Corporation, partnership or sole proprietorship and be able to repay if found in default of program objectives, and must possess good character and reputation and be of legal age. An investigation of character shall be made from the best available sources including, but not limited to, past and present creditors, employers, and other sources having knowledge of the applicant.
- c.) Must present a reasonable likelihood for long-term viability (at the discretion of the County or MVEDGE) based upon issues such as feasibility, marketability, management, competition, and capitalization.
- d.) In the event that an applicant is a past recipient of NYSOCR program funds, the applicant may still be eligible, provided that such prior funding has been successfully closed out by NYSOCR.

2.6 Employment Standards for Applicants

- a.) Applicants must meet the project requirements established by the NYSOCR to create and retain jobs for LMI persons.
- b.) Fifty-one percent (51%) of all those jobs created are to be held by, or made available to, LMI persons as set forth in the federal national objectives, 24 C.F.R. §570.483, *et. seq.*
- c.) Forty (40) work hours or more per week will be considered as one (1) full-time job equivalent ("FTE"). Part-time positions may be combined to create FTE positions; for example, two (2) part-time jobs that total 40 hours a week or more will be viewed as one FTE. However, BOTH part-time workers must be LMI persons for the combined FTE to be considered as LMI.
- d.) The following job creation guidelines will be followed for assistance:
 - (i) Microenterprise: At least ONE (1) FTE LMI job must be created; all current jobs on the date of application and new jobs created must be retained for the full term of the Grant Agreement.

- (ii) Small Business: ONE (1) FTE LMI job must be created for every twenty-five thousand dollars (\$25,000.00) of assistance; all current jobs on the date of application and new jobs created must be retained for the full term of the Grant Agreement.
 - (iii) Economic Development: ONE (1) FTE LMI job must be created for every fifteen thousand dollars (\$15,000.00) of assistance; all current jobs on the date of application and new jobs created must be retained for the full term of the Grant Agreement.
- e.) Seasonal jobs will be considered to be permanent jobs if the duration of the working period is long enough to classify the job as the employee's principal occupation, which should be approximately six (6) months.

2.7 Terms of Grant Assistance

- a.) Microenterprise: minimum assistance is ten thousand dollars (\$10,000.00); maximum assistance is thirty-five thousand dollars (\$35,000.00); grant assistance will not be greater than ninety percent (90%) of eligible project costs; applicant's new cash equity must be at least ten percent (10%) of the total project cost.
- b.) Small Business: minimum assistance is twenty-five thousand dollars (\$25,000.00); maximum assistance is one hundred thousand dollars (\$100,000.00); grant assistance will not be greater than forty percent (40%) of eligible project costs; applicant's new cash equity must be at least twenty percent (20%) of the total project cost.
- c.) Economic Development: minimum assistance is forty-five thousand dollars (\$45,000.00); maximum assistance is one hundred and fifty thousand dollars (\$150,000.00); grant assistance will not be greater than forty percent (40%) of eligible project costs; applicant's new cash equity must be at least ten percent (10%) of the total project cost.
- d.) Additional funding may be available depending upon the size and scope of project needs, but will not be considered for reimbursement under this program; all assistance determinations will depend on project specifics and shall be approved and/or disbursed only at the sole discretion of the County and/or MVEDGE.

- e.) If grantee defaults in any way on its Grant Agreement, all previously disbursed grant funds may be subject to recapture or term-out [repayment], based on circumstances.
- f.) Business plan assistance offered by the State University of New York's Small Business Development Center ("SBDC") is provided to all Recipients at no charge.

2.8 Business Skills Training

- a.) If the applicant firm has been in operation for less than 24 months, the owner(s)/principal(s) is/are required to:
 - (i) Complete the SBDC training course, Small Business Essentials. The cost is \$125.00 per attendee and will be an eligible expense of Oneida County Grant Program funds; AND/OR
 - (ii) Completion of alternative counseling or other business assistance services from SBDC which are approved in writing by SBDC, or other business assistance services by another business development entity or person deemed equivalent to the counseling received in the SBDC Small Business Essentials training course. Counseling services provided by providers other than SBDC may be approved and/or certified by MVEDGE, at its sole discretion.
- b.) If the applicant has been in operation for 24 months or more prior to application, the owner/principal may be required to seek business counseling based upon the recommendation of MVEDGE; such counseling may or may not be required from SBDC and will be evaluated as sufficient upon the sole discretion of MVEDGE.

2.9 Program & Grant Administration: Application Processing

- a.) For the project request to be processed, all information must be included, and additional information may be requested. The participation in a technical assistance, training and mentoring effort will be required for applicants considered as new businesses.
- b.) The Program application process is as follows:

- (i) Potential applicants either contact MVEDGE and/or visit their website at www.mvedge.org to complete an eligibility survey to determine if they are eligible for the program;
- (ii) If eligible, MVEDGE will supply the potential applicant with an Oneida County Grant Program application and document checklist;
- (iii) MVEDGE will receive and review applications for completeness, including development and completion of a business plan;
- (iv) MVEDGE will provide materials to Oneida County for review of the eligibility to grant guidelines of 24 CFR Part 570 and 2 CFR Part 200 and all applicable subparts;
- (v) MVEDGE will undertake an economic feasibility, credit check analysis, and risk assessment for the applicant's proposed project;
- (vi) If necessary, additional information will be requested from the applicant;
- (vii) Upon the completion of all project underwriting and a positive review of Oneida County Grant Program guidelines by the County, the MVEDGE Loan Committee (the "Loan Committee") will consider the application for funding.

2.10 Program & Grant Administration: Application Review, Approval & Timing

- a.) Each grant must receive the approval of the Loan Committee, and be reviewed by the County. It is also a goal to act upon completed applications within two weeks, and to close within four to six weeks of receipt of a completed application. The Loan Committee will meet as needed with an application submission deadline at least 2 weeks before any scheduled meeting.
- b.) MVEDGE has the ability to disapprove an application based upon incompleteness or ineligibility to program criteria as set forth in the NYSOCR's CDBG guidelines. The County will review all grant documentation in a timely manner. The

applicant will be notified of any adverse decision in a timely manner, both verbally and in writing.

c.) Review Guidelines: In reviewing application for grants, the County and MVEDGE will consider the following factors in addition to other terms set forth in this document:

- (i) Appropriateness of assistance: the feasibility of the proposed project must be contingent upon receipt of funds under this program.
- (ii) Job creation and/or retention: each applicant must demonstrate the total number of permanent new jobs created and existing jobs retained by the proposed project. Particular emphasis and priority will be given to those projects which create the highest number of permanent job opportunities for LMI Oneida County residents.
- (iii) Location of business: one of the presuppositions of the program is that a job in one section of Oneida County benefits the entire County. Applications will be accepted and reviewed on a "first-come, first served" basis with no geographical distinction as long as they meet the program criteria. If program financing is to be used to locate or expand an existing business from one section of the County to another, it must be clearly demonstrated that the project is not feasible in the municipality wherein the business exists at the time of application. The elected head of the municipality shall be informed of the application prior to review by the Loan Committee and shall be entitled to submit written comments concerning the proposed project.
- (iv) Relocation penalty: any Recipient who chooses to move its company from Oneida County prior to the end of the grant term will be subject to complete repayment of the grant at the time of the decision to relocate.

d.) Grant Documentation:

- (i) A commitment letter will be provided detailing the approved grant terms, requirements, conditions, and next steps toward closing the grant;

- (ii) MVEDGE and MVEDGE's attorney will close all grants under this program; a Grant Agreement will be issued upon closing of all grants; closing documents will include a Grant Agreement and all other appropriate documents. The applicant will be responsible for all closing costs and fees.
 - (iii) Grant reimbursement will comply with all agreed-to terms and conditions, including evidence that all equity has been committed.
 - e.) Program funds are to be administered by MVEDGE, through its Loan Committee.
 - f.) MVEDGE staff shall conduct an annual financial review of all Recipients. Recipients shall be asked to provide quarterly reports documenting job growth and retention of low and moderate income persons. The annual financial review will ensure that all conditions, covenants and terms of the grant are complied with. The annual review will also include an assessment of need for modified or on-going technical assistance and training.
 - g.) MVEDGE will notify a Recipient where any default, as outlined in the Grant Agreement or with NYSOCR program guidelines, has occurred or may occur within thirty (30) days of MVEDGE's realization of such a situation. That notification may also request further information, provide additional technical assistance and support, or specify any remedial action(s) required.
- 2.11 All activities undertaken by MVEDGE or each Recipient with CDBG Funds pursuant to this Agreement must be eligible activities pursuant to the regulations of 24 CFR Part 85 and 570.
- 2.12 In accomplishing the Work, as described in this Section 2, MVEDGE may use its own staff and/or contracted services. To the extent that contracted services are used, such use shall be in accordance with the provisions formerly found in OMB Circular A-110, which are now in the process of being superseded by 2 CFR Part 200, et seq., (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- 2.13 For all activities undertaken by MVEDGE or the Company with CDBG Funds pursuant to this Agreement, MVEDGE shall procure appropriate documentation to demonstrate compliance with job creation, job

maintenance, project expenditures and financing requirements and other such information as may be required pursuant to the rules, regulations and policies of the CDBG program.

- 2.14 Unless earlier terminated, this Agreement shall expire five (5) years from the effective date, as specified in Section 17 of this Agreement.

Section 3. Disbursements of CDBG Funds

- 3.1 To facilitate MVEDGE's accomplishment of the Work described in Section 2 of this Agreement, the County shall transfer CDBG Funds to MVEDGE in the following manner:
- a.) Consistent with the provisions of 24 CFR 570.504(c), MVEDGE shall use CDBG funds which it has on hand, specifically including Program Income Funds, to fund any costs incurred in accomplishing the Work described in Section 2 of this Agreement.
 - b.) MVEDGE may charge costs related to program delivery and/or administration activities related to the Work described in Section 2 of this Agreement according to the assisted business classification:
 - (i) Microenterprise – a maximum of fifteen percent (15%) of the project activity cost;
 - (ii) Small Business – a maximum of eight thousand dollars (\$8000.00) per project; and
 - (iii) Economic Development – a maximum of eight thousand dollars (\$8000.00) per project.
- 3.2 MVEDGE may use CDBG Funds it has on hand from other projects, including Program Income Funds, to pay the costs of the Oneida County Grant Program.
- a.) All Oneida County Grant Program costs must be for eligible CDBG program costs pursuant to 24 CFR Part 570 and 2 CFR Part 200 and must be consistent with the statement of Work as described in Section 2 of this Agreement. Such costs must be necessary, reasonable, and directly related to the Work performed in accordance with this Agreement. The funds set forth in this Agreement are not to be used for salaries or other expenses for which MVEDGE would otherwise be responsible.
 - b.) All costs charged by MVEDGE pursuant to this Section 3.2 must be consistent with the provisions formerly found in OMB Circular

A-122, "Cost Principles for Nonprofit Organizations," which are now in the process of being superseded by 2 CFR Part 200, *et seq.*, (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Section 4. Financial Management

- 4.1 MVEDGE shall comply with all requirements formerly found in OMB Circulars A-110, A-133 and A-122, which are now in the process of being superseded by 2 CFR Part 200, *et seq.*, (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Section 5. Uniform Administrative Requirements

- 5.1 MVEDGE and the County will comply with applicable uniform administrative requirements, cost principles and audit requirements, as described in 2 CFR Part 200 and applicable subparts.

Section 6. Other Program Requirements

- 6.1 MVEDGE and the County agree to carry out each activity hereunder in compliance with all federal laws and regulations described in Subpart K of Part 570 (Other Program Requirements) as they may apply to the administration of the Oneida County Grant Program. Included in this part is the conflict of interest provision prohibiting any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies, or any Recipients which are receiving funds under this part, who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from obtaining a personal or financial interest or benefit from a CDBG-assisted activity, or having an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.
- 6.2 MVEDGE and the County agree to carry out each activity hereunder in compliance with the regulations revised, amended or otherwise required by HTFC or NYSOCR for the implementation of the CDBG program over the period of the administration of the grant.
- 6.3 MVEDGE and the County agree to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 and to require of the Recipient, to the greatest extent feasible, that employment

and other economic opportunities generated by the use of CDBG Funds shall be directed to LMI persons.

Section 7. Records to be Maintained

- 7.1 MVEDGE will establish and maintain such records and data as are required by HTFC or NYSOCR regulations or as may be reasonably necessary to document and account for all activities and expenditures throughout the course of the Oneida County Grant Program. MVEDGE shall maintain such records and data in accordance with requirements prescribed by HTFC or NYSOCR with respect to all matters and services covered by this Agreement. Such maintenance shall include, but not be limited to, that required by 24 CFR 570.506, but only to the extent that the records and data cited therein can reasonably be obtained by MVEDGE in its capacity as the administrator of the CDBG Funds herein.
- 7.2 MVEDGE shall retain all required records that are directly pertinent to this Agreement for a period of time consistent with the requirements of 2 CFR Part 200, *et seq.*

Section 8. Reports and Information

- 8.1 At such time and in such forms as HTFC, NYSOCR or the County direct, statements, records, reports, data and information required by HTFC or the County pertaining to matters and services covered by this Agreement shall be submitted to the County by MVEDGE.

Section 9. Inspection of Records

- 9.1 Upon reasonable notice, at any time during normal business hours and as often as the County may deem necessary, MVEDGE shall make available to the County, NYSOCR, the Comptroller General of the United States, or any of their duly authorized representatives, all of its records with respect to matters covered by this Agreement to the extent allowed by law, and MVEDGE shall permit the County, NYSOCR, the Comptroller General of the United States, or any of their duly authorized representatives, to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, reports of personnel, conditions of employment and other data relating to all matters covered by this Agreement, in accordance with applicable law.

Section 10. Indemnification

- 10.1 By execution of this Agreement, and to the extent permitted by law, MVEDGE covenants and agrees to indemnify, defend and hold harmless the County, NYSOCR and the HTFC, its officers, agents, and employees,

from and against any and all loss or expenses that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity if caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of MVEDGE, their officers, agents or employees, acting within the scope of their duties in connection with any performance under this Agreement.

- 10.2 Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification pursuant to the terms of this Agreement. This section shall survive the termination of this Agreement.

Section 11. Assignment by MVEDGE

- 11.1 MVEDGE shall not assign its rights or delegate its obligations and duties under this Agreement, either in whole or in part, without the prior written consent of the County and no such assignment of MVEDGE's rights or delegation of its obligations or duties shall relieve MVEDGE of its primary responsibilities as set forth in this Agreement.

Section 12. Notices

- 12.1 Any action, notice, or request taken, given, or made by the County (or such other person or persons as the County may, by written notice to MVEDGE, designate for such purpose) to MVEDGE hereunder shall be deemed to be duly and properly given or made if mailed, postage prepaid, to: Economic Development Growth Enterprises Corporation, 584 Phoenix Drive, Rome, New York 13441, Attn: President, or delivered personally to the President of MVEDGE at such address or such other address as MVEDGE may designate to the County in writing. All notices or other papers given or delivered to the County hereunder shall be deemed sufficiently given or delivered if mailed, postage prepaid, to: Commissioner, Department of Planning, Boehlert Center at Union Station, 321 Main Street, Utica, New York 13501, or to such other representative or address as the County may designate to MVEDGE in writing.

Section 13. Program Income

- 13.1 Any Program Income which is received by MVEDGE shall be retained by MVEDGE and used to fund activities which are consistent with the eligibility requirements at 24 CFR Part 570, Subpart C and all other applicable provisions at 24 CFR Part 570 and 2 CFR Part 200. The disposition of Program Income received by MVEDGE shall be in

accordance with the provisions of 24 CFR 570.504(c), and all provisions of this Agreement shall apply to expenditures and activities undertaken with Program Income Funds.

- 13.2 At the end of the program year, the County may require remittance by MVEDGE of all or part of any Program Income balances (including investments thereof) held by MVEDGE, with the exception of balances for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs.

Section 14. Suspension or Termination of Agreement

- 14.1 This Agreement may be terminated by either party at any time prior to the scheduled expiration thereof, with or without cause, upon at least seven (7) days prior written notice to the other, which written notice shall specify the date the termination is to take effect. The effective date of such termination shall be the date set forth in such written notice.
- 14.2 MVEDGE acknowledges that in accordance with 2 CFR Part 200, a suspension, termination or recoupment of the award of CDBG Funds to the County by HTFC or NYSOCR may occur if MVEDGE materially fails to comply with any of the terms and conditions of said award or this Agreement.
- 14.3 In the event that this Agreement is terminated, MVEDGE shall not thereafter obligate or expend CDBG Funds, except that for a period of thirty (30) days following the effective date of such termination, MVEDGE may obligate CDBG Funds, and the County shall be obligated to pay from CDBG Funds, the normal operating costs of MVEDGE which represent eligible CDBG costs and which are defined as follows:
- a.) Costs of goods and services pursuant to contracts executed by MVEDGE prior to the effective date of such termination; and
 - b.) Other reasonable operating costs which are incurred in the normal course of business.
- 14.4 Upon the termination of this Agreement, the County shall be obligated to pay MVEDGE from CDBG Funds, costs resulting from any obligations incurred by MVEDGE pursuant to this Agreement prior to the effective date of such termination.

Section 15. Reversion of Assets

15.1 Upon the expiration or earlier termination of this Agreement, and in accordance with the provisions at 24 CFR 570.503(b)(7), MVEDGE shall transfer to the County any CDBG Funds on hand and any accounts receivable attributable to the use of such CDBG Funds. Any real property under MVEDGE's control that was acquired or improved in whole or in part with CDBG Funds in excess of twenty-five thousand dollars (\$25,000.00) shall be either:

- a.) Used to meet one of the national objectives in 24 CFR 570.208 until at least five (5) years after the expiration of this Agreement; or
- b.) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value less any portion of the value attributable to expenditures of non-CDBG Funds for acquisition of, or improvement to, such real property. Such reimbursement shall not be required if disposition of the real property occurs more than five (5) years after the expiration of this Agreement.

15.2 Consistent with the provisions at 24 CFR 570.502(a)(6), the following shall apply to the disposition of equipment purchased in whole or in part by MVEDGE with CDBG funds:

- a.) In all cases in which equipment is sold by MVEDGE, the proceeds shall be considered Program Income (prorated to reflect the extent to which CDBG Funds were used to acquire the equipment); and
- b.) Equipment not used by MVEDGE to undertake CDBG activities pursuant to this Agreement shall be transferred to the County or, at MVEDGE's option, MVEDGE shall compensate the County for the CDBG value of such equipment. For the purposes of this Section 15.2(b), "CDBG value" shall be defined as the fair market value of the equipment at such time that it is no longer used in the undertaking of CDBG activities, multiplied by the percentage of the acquisition cost of the equipment which was paid with CDBG funds.

Section 16. Additional Provisions of Law to be Complied With

16.1 MVEDGE agrees to comply with applicable state and local law, rules and regulations in the performance of this Agreement.

16.2 With respect to MVEDGE's compliance with the rules, regulations and requirements of HUD, HTFC or NYSOCR specified herein, MVEDGE also

agrees to comply with any future revisions to such rules, regulations and requirements as may be applicable.

Section 17. Term of Agreement

- 17.1 This Agreement shall become effective as of the date first above written.
- 17.2 This Agreement may be terminated by either party at any time, with or without cause, as set forth in Section 14.1 of this Agreement.
- 17.3 This Agreement shall terminate at such time as a suspension, termination or recoupment of the award of CDBG Funds occurs pursuant to Section 14.2 of this Agreement.
- 17.4 If not sooner terminated, this Agreement shall expire as set forth in Section 2.14 hereof.

Section 18. Severability

- 18.1 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 provisions had never been contained herein, provided that the unenforceable or invalid provision is not material to the overall purpose and operation of this Agreement. If necessary in order to make the Agreement legal, valid and enforceable, the parties shall meet to confer upon an amendment or modification to the Agreement.

Section 19. Miscellaneous

- 19.1 Notwithstanding anything to the contrary contained in this Agreement, once MVEDGE remits to the Recipient said CDBG Funds, MVEDGE shall thereupon automatically be released and discharged of and from any and all liability and/or obligation to the County, NYSOCR and/or HTFC pursuant to this Agreement (other than MVEDGE's indemnification obligation under Section 10.1 hereof) including, without limitation, any liability or obligation to repay such CDBG Funds (or any portion thereof) to the County, NYSOCR and/or HTFC by virtue of the Recipient's default.

Section 20. Choice of Law; Forum

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

Section 21. Entire Agreement; Addendum

21.1 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, the Addendum attached hereto as "Addendum A." This Addendum is hereby incorporated into and made a part of this Agreement to the extent applicable. MVEDGE is the "Contractor" referred to in the Addendum.

21.2 No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be signed by their duly authorized officers, attested by their respective signatures.

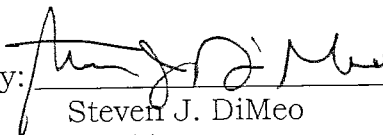
COUNTY:

COUNTY OF ONEIDA

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

MVEDGE:

ECONOMIC DEVELOPMENT
GROWTH ENTERPRISES
CORPORATION

By: 
Steven J. DiMeo
President

Approved:

By: _____
Robert E. Pronteau
Assistant County Attorney



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ fax: (315) 798-5603 ♦ www.ocgov.net

Anthony J. Picente, Jr.
County Executive

Peter M. Rayhill
County Attorney

FN 20 17-337

September 19, 2017

ECONOMIC DEVELOPMENT & TOURISM

WAYS & MEANS

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

[Signature]
Anthony J. Picente, Jr.
County Executive

Date 10/3/17

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

Re: Agreement with The Convention and Visitors Bureau for Oneida County, Inc.

Dear County Executive Picente:

Enclosed, please find an Agreement between the County and The Convention and Visitors Bureau for Oneida County, Inc. which allocates the revenue collected from the Hotel Occupancy Tax to the agency for the purpose of developing and promoting tourism throughout Oneida County.

For informational purposes, the total Hotel Occupancy Tax collected and paid to The Convention and Visitors Bureau for Oneida County, Inc. in 2016 was \$775,635.84. Final 2017 Hotel Occupancy Tax numbers are not yet available.

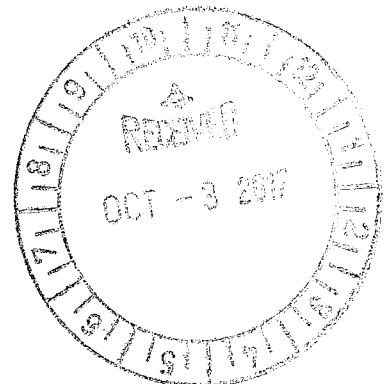
If the enclosed meets with your approval, I respectfully request that you forward the same to the Oneida County Board of Legislators for consideration at their next meeting.

Sincerely,

[Signature]

Amanda Lynn Cortese
Special Assistant County Attorney

Enclosures



Oneida Co. Department: County Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The Convention & Visitors Bureau for Oneida County, Inc.
P.O. 551
Utica, New York 13503

Title of Activity or Service: Regional tourism promotion

Proposed Dates of Operation: 10/1/2017 – 9/30/2018

Client Population/Number to be Served:

Summary Statements

- 1) Narrative Description of Proposed Services:** By way of this agreement, the Convention & Visitors Bureau for Oneida County, Inc. will receive the County's bed tax money to promote tourism and operate the Visitor's Information Center.
- 2) Program/Service Objectives and Outcomes:** To help Oneida County tourism and therefor the County's economy.
- 3) Program Design and Staffing:** N/A

Total Funding Requested: N/A - **Account #A1740**

*All Hotel Occupancy Tax Revenue collected by the County

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): Oneida County Hotel Occupancy Tax revenues

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: The total amount of this contract is unknown as it is for payment of all Hotel Occupancy Tax Revenue. The total amount paid in 2016 was \$775,635.84. Final revenue numbers for 2017 are not yet available.

AGREEMENT

THIS AGREEMENT, made this 1st day of October, 2017 between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," and **THE CONVENTION AND VISITORS BUREAU FOR ONEIDA COUNTY, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office located at NYS Thruway, Exit 31, P.O. Box 551, Utica, New York 13503, hereinafter referred to as the "Bureau."

WHEREAS, the Bureau is a New York not-for-profit corporation located within the County of Oneida and formed for the purpose, among others, of developing and promoting tourism in Oneida County; and

WHEREAS, tourism is a major local industry having a significant economic impact on commerce in Oneida County; and

WHEREAS, the County is desirous of having the Bureau actively promote and market Oneida County as a visitor destination, and a site for meetings and conventions; and

WHEREAS, Section 224 of the County Law authorizes the County to enter into an agreement with the Bureau to provide promotional and marketing services; and

WHEREAS, the Board of County Legislators of the County of Oneida, by Resolution, has authorized the County Executive to execute this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. **TERM:** The term of this Agreement shall be from October 1, 2017 to September 30, 2018.

2. SCOPE OF SERVICES (hereinafter "Services"):

- A. The Bureau shall actively promote and market local and regional attractions and facilities located in and around Oneida County for the purpose of increasing visitors in our communities, and thereby, increasing the economic impact of tourism in the County.
- B. The Bureau shall consult and collaborate with the Oneida County Board of Legislators, the County Executive, other area officials, tourism industry representatives, business leadership and others so as to enhance commerce in Oneida County through convention and tourism marketing activities.
- C. The Bureau shall operate the Information Center located at Exit 31 of the New York State Thruway. This Information Center shall be open to the public as follows:
 - i. July 1 through August 31, from 9:00 a.m. to 6:00 p.m., Monday through Sunday;
 - ii. September 1 through June 30, from 9:00 a.m. to 5:00 p.m., Monday through Friday; and from 10:00 a.m. through 6:00 p.m., Saturday through Sunday;
 - iii. The Information Center shall be closed on the following holidays: Christmas Day, New Year's Day, Thanksgiving Day and Easter.
- D. Information Center programs shall include: attraction and event brochures, promotional literature, travel directions and personalized services when needed and appropriate, assistance in locating overnight lodging, a clean rest stop with accessible washrooms, and additional services required of visitors and travelers entering Oneida County.
- E. The Bureau shall conduct the following programs and activities:
 - i. Attend and participate in travel related shows and displays;
 - ii. Promote Oneida County as a site for meetings and conventions;

- iii. Assist meeting planners as needed;
- iv. Operate visitor information displays;
- v. Support and promote motor coach programs attracting visitors to Oneida County;
- vi. Manage the NYS Matching Funds Program in Oneida County;
- vii. Collaborate with other tourism/visitor-related organizations, including an annual contribution to the Central New York Region;
- viii. Prepare materials for use in promoting tourism, encouraging visitors, attracting meetings/conventions, and marketing Oneida County as a visitor destination;
- ix. Conduct a Bureau membership program;
- x. At its option, continue its Tourism Marketing Grant Assistance Program, for the promotion of tourism; and
- xi. Any other activities that contribute to accomplishing the mission and purposes of the Bureau.

F. The Bureau shall periodically prepare a strategic vision and marketing/promotional plan of action relating to Bureau activities. Such a Plan shall include provisions for measuring the outcomes of Bureau activities and programs, and reporting such information to the community.

3. **PERFORMANCE OF SERVICES:**

A. Bureau represents that Bureau has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Bureau shall use Bureau's best efforts to perform the Services hereinabove such that the results are satisfactory to the County. Bureau shall be solely responsible for determining the method, details and means of performing the Services hereinabove, except where

Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

- B. Bureau may, at Bureau's own expense, employ or engage the services of such employees, subcontractors and/or partners as Bureau deems necessary to perform the Services (collectively, the "Assistants"). The Bureau is a legal entity, separate and distinct from the County. The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Bureau 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. Bureau shall expressly advise the Assistants of the terms of this Agreement.
- C. Bureau acknowledges and agrees that Bureau 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. **PAYMENT:**

- A. In accordance with Section 12 of Local Law No. 3 of 1993, the net revenue of the Oneida County Occupancy Tax received for the period of October 1, 2017 to September 30, 2018 shall be paid to the Bureau by the County in order to enable the Bureau to carry on the above-described activities.
- B. The Bureau shall file with the Clerk of the Oneida County Board of Legislators, the Oneida County Comptroller, and the Oneida County Commissioner of Finance, a record of expenditures and receipts for the periods of October 1, 2017 through September 30, 2018 on or before October 30, 2018.

C. The Bureau hereby agrees that it will refund all funds remaining in the Bureau's "Cash" and "Cash Equivalent" accounts at the end of this Agreement term to the Oneida County Commissioner of Finance no later than March 30, 2019, except that the Bureau shall be entitled to keep:

- i. Any legally or contractually dedicated funds it may be holding;
- ii. Any funds being reserved for the Tourism Marketing Grant Assistance Program;
- iii. Any funds being reserved for capital purposes in amounts necessary for those purposes;
- iv. A \$100,000 cash reserve above and beyond those items listed in paragraphs 4(C)(i), 4(C)(ii) and 4(C)(iii) hereinabove; and
- v. The Bureau shall submit to the Oneida County Commissioner of Finance a complete list which specifies all such dedicated and reserved funds at the end of the contract period on or before October 30, 2018.

5. **TRANSFER OF ASSETS:** At such time as this Agreement and any subsequent agreements for these Services shall expire, and the Bureau shall cease performing the Services for the County as described herein, the Bureau's assets shall become the sole and separate property of the County, without further compensation, and the Bureau shall cooperate in changing title to such assets.

6. **INDEPENDENT CONTRACTOR STATUS:**

A. It is expressly agreed that the relationship of the Bureau to the County shall be that of an Independent Contractor. The Bureau shall not be considered a department, division or branch of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health

benefits. The Bureau, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status.

- B. Bureau acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
- C. The Bureau shall be solely responsible for applicable taxes for all compensation paid to the Bureau under this Agreement, and for compliance with all applicable labor and employment requirements, 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). Bureau shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- D. The Bureau 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.
- E. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Bureau's Independent Contractor status, it is agreed that both the County and the Bureau 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.
- F. The Bureau 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. **INDEMNIFICATION:** The Bureau shall indemnify and hold harmless the County and its officers, agents and employees from any claims, demands, causes of action and judgments arising out of injuries to persons or property of whatever kind or nature as a result of furnishing the Services provided for in this Agreement.
8. **INSURANCE REQUIREMENTS:** The Bureau 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 \$2,000,000 Annual Aggregate.
 - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - ii. CGL coverage shall apply to any and all locations where the Bureau has operations.
 - iii. 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. Business Automobile Liability with limits of at least \$1,000,000 per each accident.
 - i. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

ii. Oneida County shall be included as additional insureds on the auto policy.

Coverage for these additional insureds shall be on a primary and non-contributing basis.

C. Workers' Compensation and Employers Liability: Statutory limits apply.

D. **Waiver of Subrogation**: The Bureau waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability maintained per requirements stated above.

E. **Certificates of Insurance**: Prior to the start of any work, the Bureau shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement where one is required. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled nor allowed to expire until at least 30 days prior written notice has been given to the County.

9. **DISPOSAL OF WASTE AND RECYCLABLES**: Pursuant to Oneida County Board of County Legislators Resolution No. 249 of May 26, 1999, the Bureau agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Agreement by Bureau and any subcontractors. Upon awarding of this Agreement, and before work commences, the Bureau will be required to provide the 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 Bureau and any subcontractor in performance of this Agreement will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.


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

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

By _____
ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

THE CONVENTION AND VISITORS BUREAU FOR ONEIDA COUNTY, INC.

By  _____
KELLY BLAZOSKY
PRESIDENT

Approved

Amanda Lynn Cortese
Special Assistant County Attorney



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

September 28, 2017

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

FN 20 17-338

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

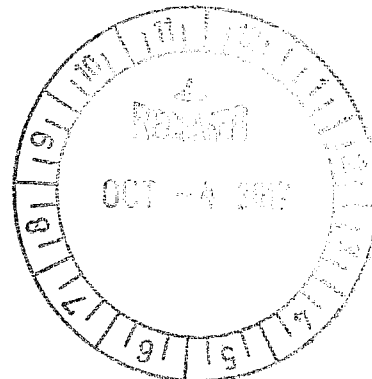
Dear Honorable Members:

Attached for your review and approval is an agreement between Oneida County and Mohawk Valley EDGE. The term of this agreement is October 1, 2017 thru September 30, 2018. The purpose of this agreement is to provide support, expertise and other initiatives that showcase the advantages of Oneida County, the Mohawk Valley Region and the City of Utica. The total amount of this agreement is \$250,000.00.

I am requesting approval of this agreement at your October 11, 2017 meeting. I am available at your convenience to answer any question you may have regarding this agreement.

Sincerely,

Anthony J. Picente, Jr.
County Executive



Oneida Co. Department: County Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Mohawk Valley EDGE
584 Phoenix Drive
Griffiss Business & Technology Park
Rome, New York 13441

Title of Activity or Service: Economic development support activities

Proposed Dates of Operation: October 1, 2017 through September 30, 2018

Client Population/Number to be Served: Oneida County residents & visitors

Summary Statements

- 1) **Narrative Description of Proposed Services:**
To provide support, expertise and other initiatives that showcases the advantages of Oneida County, the Mohawk Valley Region and the City of Utica.
- 2) **Program/Service Objectives and Outcomes:** To identify and engage in opportunities related to aggregating and delivering State and local incentives, developing financing, assisting in economic and community development initiatives and otherwise publicizing the advantages to parties interested in the redevelopment of downtown Utica.
- 3) **Program Design and Staffing:** EDGE staff members

Total Funding Requested: \$250,000.00 **Account #** A6432.495116

Oneida County Dept. Funding Recommendation: \$250,000.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of October 1, 2017, is by and between:

COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "**County**"), and

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION, a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441 (hereinafter referred to as "**EDGE**").

WITNESSETH:

WHEREAS, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and purposes, among others, of publicizing the advantages of Oneida County and the region by developing and promoting general economic and industrial development within Oneida County; and

WHEREAS, The New York State Department of Health (DOH) and the Dormitory Authority of the State Of New York (DASNY) announced the availability of up to Three Hundred Million and 00/100 Dollars (\$300,000,000.00) under the Health Care Facility Transformation Program for a New Hospital Project to be located in the largest population center in Oneida County (the City of Utica) for the purpose of consolidating multiple licensed healthcare facilities into an integrated system of acute inpatient, outpatient, primary and other healthcare services; and

WHEREAS, Mohawk Valley Health Systems (MVHS) will file an application for the funding to construct a new hospital complex that is to be located within a 25 +/- acre site within downtown Utica; and

WHEREAS, other projects have been identified that, in conjunction with the New Hospital Project, will serve, enhance and develop key downtown sections of the City of Utica including Bagg's Square, the Munson Williams Arts District, Varick Street, the Auditorium District and the Genesee Street Corridor; and

WHEREAS, EDGE employs staff that has the expertise in the area of economic development and, in particular, opportunities related to aggregating and delivering state and local incentives, developing financing, assisting in economic and community development initiatives and otherwise publicizing the advantages to parties interested in the redevelopment of downtown Utica; and

WHEREAS, the County of Oneida desires to publicize the advantages of Oneida County and the region by having EDGE provide the services set forth herein below and the Oneida County Board of Legislators (“Board of Legislators”) has authorized the expenditure of certain monies to pay for the services to be provided by EDGE (the Resolution).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

1. The term of this Agreement shall commence on October 1, 2017 and end on September 30, 2018. The County reserves the right to terminate this Agreement upon thirty (30) days written notice to EDGE in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) days period, or if unable to be rectified within such period, that EDGE undertake to cure such failure within the thirty (30) day period and diligently pursue same to completion.

2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing the services hereinafter described to the County, in return for which EDGE shall receive payment from the County as hereinafter described. EDGE shall develop and implement economic development policies that will help Oneida County, and in particular, the City of Utica, retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities in emerging and growth industries, increase development of mixed use commercial, residential and medical innovation projects, including assisting MVHS in development of its proposed downtown hospital complex, including but not limited to any and all technical studies necessary to assemble the downtown site for the planned MVHS hospital complex. The parties acknowledge EDGE, as an independent contractor, shall have control over the means and methods used to make and implement the economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the Oneida County Executive (“County Executive”) and the Board of Legislators in the making of policy with regard to the matters which are the subject of this Agreement, and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.

3. EDGE shall, upon the request of the Board of Legislators and/or the Economic Development and Tourism Committee thereof, provide periodic updates, in writing and/or in person, to the Board of Legislators and/or the Economic Development and Tourism Committee thereof, as the case may be, on its activities pursuant to this Agreement, excepting from such updates information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective project or developer. EDGE’s President shall also participate fully in economic and community development meetings with the County Executive, the Oneida County Director of Workforce Development, the Oneida County Commissioner of Planning and others invited by the County Executive, which said meetings shall, at the request of the County, occur on a monthly basis. The Economic Development and Tourism Committee of the County Board of Legislators and the County Executive shall monitor EDGE’s performance under the terms of this Agreement and make recommendations with regard to such performance.

4. EDGE shall provide, on request, reports on its activities under this Agreement to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective project or developer. At least once each quarter, EDGE shall report to the County Executive on any individuals or companies that have received assistance through EDGE pursuant to this Agreement. EDGE shall also report to the County Executive on other major changes in business activities in the County of which EDGE is aware, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective project or developer.

5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the Mohawk Valley Region, and in particular, the City of Utica:

5.1 Publicize the advantages of Oneida County and the Mohawk Valley Region as a desirable area for individuals and companies to locate and reside, as the case may be, through its marketing and promotional activities, attract and encourage individuals and developers to undertake projects in the City of Utica and thus facilitate the general economic growth and development of Oneida County.

5.2 Report, in writing, excepting from such reports information which is subject to a confidentiality agreement and/or confidential or proprietary information belonging to and/or regarding a prospective project or developer, including the New Hospital Project, to County and affected local government officials at the earliest possible instance (after EDGE acquires actual knowledge thereof) of any potential development in their respective communities.

5.3 Provide prompt attention to, and follow-up on, leads relating to the projects in the cities of Utica and maintain a record of all leads, contacts and follow-up efforts with prospective companies and, upon request, provide County officials, except for confidential information on clients or leads, reports on potential development.

5.4 Maintain implementation of a communications program that conveys information to the general public on the development of the New Hospital Project, related medical office buildings, parking and other residential and commercial development and all related activities. EDGE's communications program will (i) disseminate information regarding the New Hospital Project and development opportunities by publishing quarterly newsletters, and maintaining a website, (ii) prepare collateral marketing materials and other reports that inform the community about the development opportunities and activities, (iii) provide regular presentations and updates to community and civic organizations, and governmental officials on the development opportunities, (iv) assist MVHS and its consultants on the issuance of press releases, and (v) coordinate with MVHS and its consultants on inquiries from the media regarding the development opportunities.

6. For the services actually provided by EDGE to the County pursuant to the terms and conditions of this Agreement, the County agrees to pay EDGE the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officers and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Treasurer.

7. In the event that EDGE should receive any funds from any third party related to the services provided hereunder, EDGE shall remit such funds to the County.

8. EDGE shall file an annual report and budget of its expenditures and receipts pursuant to this Agreement with the Clerk of the Board of Legislators.

9. EDGE shall defend, indemnify and hold harmless County, and its officers, agents and employees, from any claims, demands, causes of action and judgments arising out of injuries to persons or property of whatever kind or nature caused by the acts or failure to act of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.

10. In the performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venture with, the County.

11. The County acknowledges that it did not "create" EDGE. Moreover, nothing contained in this Agreement shall be deemed to make the County a "sponsor" or "affiliate" of EDGE.

12. 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. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

13. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in **Exhibit A** attached hereto and made a part of this Agreement.

14. The Addendum attached hereto as **Exhibit B** is hereby incorporated into and made a part of this Agreement to the extent applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

COUNTY OF ONEIDA:

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

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:

By: _____ Date: _____
Steven J. DiMeo,
President

Approved

By: _____ Date: _____
Peter M. Rayhill,
Oneida County Attorney

EDGE PROCUREMENT POLICIES

Economic Development Growth Enterprises Corporation ("EDGE") is a New York not-for-profit corporation. EDGE is exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At present, EDGE is managed by a 55-member Board of Directors.

EDGE has two directly-held, wholly-owned subsidiaries (1) 5900 Success Drive Realty, LLC, and (2) 394 Hangar Road Corporation (the "Subsidiaries").

EDGE is charged with responsibility for promoting and overseeing economic development within Oneida County. EDGE also provides services to Herkimer County. EDGE's mission is to attract new businesses and residents to, and to retain existing businesses and residents in, the Mohawk Valley. In support of its mission, EDGE develops and implements an annual work plan at the beginning of each year against which it measures its performance.

In the course of its day-to-day operations, EDGE has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, EDGE has adopted the procurement policies (the "Procurement Policies") hereinafter set forth and has asked its Subsidiaries to adopt the same Procurement Policies.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to EDGE's procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, EDGE shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, EDGE shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once EDGE makes that determination, it shall follow the applicable procurement policy set forth below.

1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

"Commodities" shall mean goods, materials, equipment and supplies.

"Services" shall mean all services except for Exempt Services.

"Exempt Services" shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

"EDGE" shall mean Economic Development Growth Enterprises Corporation.

"Subsidiaries" shall mean EDGE's directly-held, wholly-owned subsidiaries: (1) 5900 Success Drive Realty, LLC and (2) 394 Hangar Road Corporation.

"Construction/Renovation Project" shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by EDGE.

2. Purchases of Commodities and/or Services.

Unless provided otherwise by EDGE's Executive Committee, all purchases and/or leases of Commodities and/or Services are subject to the approval of EDGE's President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than \$5,000.00. EDGE shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by EDGE are factors that EDGE may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, EDGE shall make a reasonable effort to document the rationale for its decision.

There may be instances where EDGE is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services ("OGS") or by the Federal Government under a federal contract overseen by the General Services Administration ("GSA"). In either event, the OGS or GSA list price shall be deemed to be the lowest price and EDGE shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of \$5,000.00 or less shall not require multiple price quotes/proposals. However, EDGE may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to EDGE.

3. Construction and/or Renovation Projects.

EDGE shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than \$25,000.00. If specific State and/or federal procurement or contracting requirements apply, EDGE shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than \$25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the EDGE bid documents. All competitive bids shall be submitted to EDGE in a sealed envelope and delivered to the EDGE offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. EDGE, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. EDGE shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

EDGE shall document the bids received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, EDGE, through its Executive Committee, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then EDGE may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with EDGE, then EDGE shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Notwithstanding the above, in instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule which, in EDGE's opinion, requires it to use "design-build" procedures or to retain the services of a construction manager to oversee the procurement of contractors and subcontractors, EDGE may, at its option and as an alternative to competitively bidding such Construction and/or Renovation Project, solicit written quotes/proposals from at least three (3) contractors who meet eligibility requirements established by EDGE.

Construction and/or Renovation Projects undertaken by EDGE involving an expenditure of \$25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by EDGE (i.e. invitations to at least three firms deemed by EDGE as having the capability and qualifications to perform the work as required by EDGE). For these types of projects, EDGE will accept written proposals and price quotations from such contractors based on a written proposal provided by EDGE. EDGE shall base its award on the lowest responsible price received.

4. Other Procurement Provisions.

EDGE may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of EDGE's President with appropriate documentation as to the nature of the emergency.

ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

c. The Contractor shall:

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

September 19, 2017

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

FN 20 17-339

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

PUBLIC SAFETY

[Signature]
Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 9/20/17

Dear County Executive Picente:

Attached for your review and approval is correspondence from Sheriff Robert M. Maciol, requesting the creation of four (4) part time Special Patrol Officer positions (Grade 32W, Step 2, \$25.48/hour).

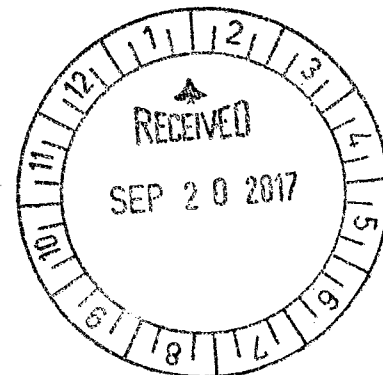
CNY Services is looking for the Sheriff Office to provide security on the grounds of the State Hospital on York Street in Utica as they are opening a methadone clinic next to Mc Pike Center. The purpose of the security is to serve as a deterrent for people looking to acquire methadone by taking it from patients or possibly to stealing it. The hours needed to utilize the special patrol would be from 6:00 a.m. to 2:30 p.m. Monday through Friday and 7:00 a.m. to 12:00 p.m. on Saturdays.

This request will require action by the Board of Legislators.

Sincerely,

[Signature]
John P. Talerico
Commissioner of Personnel

Copy: Sheriff





Undersheriff Robert Swenzkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph A. Lisi

Sheriff Robert M. Maciol

September 18, 2017

Commissioner John P. Talerico
Oneida County Department of Personnel
800 Park Ave., 6th Floor
Utica, NY 13501

Re: MSD 222

Dear Commissioner Talerico:

Enclosed please find MSD 222 with regard to the creation of four (4) Special Patrol Officer positions. CNY Services is looking to have the Sheriff's Office provide security on the grounds of the State Hospital on York Street in Utica as they are opening a methadone clinic next to the McPike Center. The purpose of the security is primarily to serve as a deterrent for people looking to acquire the methadone whether from patients taking it or possibly stealing it. Being that the location is on the municipal property we can utilize the special patrol officer program. CNY services would like to initiate this by December 1 of this year. The hours needed will be 6 AM to 2:30 PM from Monday through Friday and 7 AM to 12 PM on Saturdays.

If you have any questions or need further information, please do not hesitate to contact my office.

Thank you for your time and consideration in this matter.

Sincerely,

Robert M. Maciol
Sheriff





Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph A. Lisi

Sheriff Robert M. Maciol

September 14, 2017

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
FN 20 17-340
[Signature]
Anthony J. Picente, Jr.
County Executive
Date 9/19/17
PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has been awarded a grant in the amount of \$66,231.00 for the 2017 State Law Enforcement Terrorism Prevention Program (SLETPP). The monies obtained from the grant will be used to continue implementation of law enforcement technology systems that build law enforcement counter-terrorism capabilities. The grant pays for a cellular-based system that helps to coordinate manpower and vehicle resources in critical incidents, important for Officer Safety. Although this project is already in place, the monies obtained will be used for operational costs. Funding will also be used for in-car computers for information sharing and collaboration to support law-enforcement operations, along with data service plans, and for the purchase of additional tactical team support equipment, such as ballistic helmets and plates.

I therefore request Board approval at the Board's next meeting date for the following:

- A. Approval of the grant;
- B. Establishment of Capital Project: H563 (2017 SLETPP GRANT); and
- C. Funding for Capital Project H563 as follows:

H-563.3597 – State Aid.....\$66,231.00

If you find the enclosed grant contract acceptable, I am requesting your approval by way of signature. **This will also need to be e-signed in the database for the NYS Division of Homeland Security.** I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff

Oneida Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Division of Homeland Security
and Emergency Services
1220 Washington Ave., Bldg 7A, Suite 710
Albany, NY 12242

Title of Activity or Service: SLEPPT Grant

Proposed Dates of Operation: September 1, 2017 through August 31, 2020

Client Population/Number to be Served: Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services** This grant funds the purchase of terrorism incident prevention equipment which includes a cellular-based system that helps to coordinate manpower and vehicle resources in critical incidents. Monies will be used for operational costs. Equipment such as ballistic helmets and plates will also be purchased.
- 2) **Program/Service Objectives and Outcomes:** Purchase of equipment and operational costs for information sharing and collaboration to support law enforcement operations in strengthening counter-terrorism measures.
- 3) **Program Design and Staffing:** Personnel will be trained in the use of all new equipment purchased under this grant.

Total Funding Requested: \$66,231.00 **Account #** Establishment of capital project
H563

Oneida County Dept. Funding Recommendation: \$66,231.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: E-signature is required for this grant.

<p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p>NYS COMPTROLLER'S NUMBER: (Contract Number)</p> <p>ORIGINATING AGENCY CODE: 01077</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO: (if applicable) 300100000 000 SFS VENDER NO: 1000002695 DUN & BRADSTREET NO: 075814186</p>	<p>INITIAL CONTRACT PERIOD: FROM 09/01/2017 TO 08/31/2020 FUNDING AMOUNT FOR INITIAL PERIOD: \$66,231.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable)</p>
<p>CHARITIES REGISTRATION NUMBER:</p> <p><input type="text"/></p> <p>(Enter number of Exempt) If "Exempt" is entered above, reason for exemption. 0 - not exempt</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: , Date: State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date:</p>	
<p>ATTORNEY GENERAL'S SIGNATURE</p> <p>_____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE</p> <p>_____ Title: _____ Date: _____</p>

Award Contract

Project No.

LE17-1002-D00

Grantee Name

Oneida County

07/17/2017

Award Contract**Project No.**

LE17-1002-D00

Grantee Name

Oneida County

07/17/2017

APPENDIX A

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, 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, 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.** 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.** 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
<http://esd.ny.gov/MWBE/directorySearch.html>

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.

December, 2012

Certified by - on

Award Contract**Project No.**

LE17-1002-D00

Grantee Name

Oneida County

07/17/2017

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

APPENDIX A-1

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

1. Appendix A-1¹
2. Modifications to the Face Page
3. Modifications to Appendices B, C and D
4. The Face Page
5. Appendices B, C and D
6. Other attachments, including, but not limited to, the request for proposal or program application

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

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

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

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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

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

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

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a. by certified or registered United States mail, return receipt requested;
 - b. by facsimile transmission;
 - c. by personal delivery;
 - d. by expedited delivery service; or
 - e. by e-mail.
2. Notices to the State shall be addressed to the Program Office.
3. Notices to the Contractor shall be addressed to the Contractor's designee.
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

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

2. Notice of Termination:

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

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

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

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

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

- a. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
- b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

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

end of the Contract Term shall be refunded by the Contractor to the State.

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter

financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

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

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

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

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

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45)

calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the

subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

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

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

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

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

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

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

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

related bank statements.

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other

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

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

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

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

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

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

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

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

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:
 - a. The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
 - b. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
 - c. The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
 - d. The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

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

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

a. to require updates or clarifications to the Questionnaire upon written request;

b. to inquire about information included in or required information omitted from the Questionnaire;

c. to require the Contractor to provide such information to the State within a reasonable timeframe; and

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

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

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

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

- a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

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

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

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

1. General Provisions

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

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and

contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

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

2. Contract Goals

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

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

3. Equal Employment Opportunity (EEO)

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

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

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

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

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

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

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

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

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color,

national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

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

c. Staffing Plan

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

d. Workforce Employment Utilization Report

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

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

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

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

4. MWBE Utilization Plan

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

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

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

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor

must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

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

7. Liquidated Damages - MWBE Participation

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

b. Such liquidated damages shall be calculated as an amount equaling the difference between:
1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

8. M/WBE AND EEO Policy Statement

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

M/WBE

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

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

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

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

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

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

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

EEO

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

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

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

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

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

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

S. Additional Terms

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

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

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

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

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the

amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

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

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

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

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

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

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

1. General Administrative Requirements:

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

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

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

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

2. Affirmative steps must include:

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

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

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

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

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from

all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

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

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

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

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

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

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

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

Organizations.

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

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

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

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

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

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

R. Equipment and Property:

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

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

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

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

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

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

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

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

ENDNOTES:

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

² As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

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

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

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

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

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

⁸ Not applicable to not-for-profit entities

VER 07/15

Certified by - on

Award Contract

Project No.

Grantee Name

LE17-1002-D00

Oneida County

07/17/2017

Budget Summary by Participant

Oneida County

Oneida County Sheriffs Office - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Tactical Team Support Equipment (Ballistic helmets and plates)	01LE-01-HLMT	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
2	Mobile DATA Terminals with Wireless Modems for DATA Exchange Computers	04HW-01-MOBL	1	\$26,000.00	\$26,000.00	\$26,000.00	\$0.00
Total					\$36,000.00	\$36,000.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Data Service Fees (AVL Software License Fees and Data Service Fees for Wireless Modems)	1	\$30,231.00	\$30,231.00	\$30,231.00	\$0.00
Total				\$30,231.00	\$30,231.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$66,231.00	\$66,231.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$66,231.00	\$66,231.00	\$0.00

Award Contract**Project No.**

LE17-1002-D00

Grantee Name

Oneida County

07/17/2017

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

Reimbursement requests need to include the following documents:

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

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

B. Interim and/or Final Claims for Reimbursement

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

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security

and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

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

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

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

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

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

Expenditure Report (Fiscal Cost Report)

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

Final Report

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

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

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

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

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

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

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

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 07/2015

Certified by - on

Award Contract**Project No.**

LE17-1002-D00

Grantee Name

Oneida County

07/17/2017

Work Plan**Goal**

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

Target Capability

Primary - Counter-Terror Investigation and Law Enforcement

Adopt and implement law enforcement information technology systems that build law enforcement counter-terrorism capabilities.

Task #1 for Objective #1

Purchase allowable Law Enforcement (Information Sharing Technology) equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

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

Task #2 for Objective #1

Procurement Data Service Fees on Wireless Modems for DATA Exchange with Mobile Data Computers equipment.

Performance Measure

1 Services acquired and/or activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the Law Enforcement capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

Target Capability

Primary - Counter-Terror Investigation and Law Enforcement

The development, sustainment and/or enhancement of tactical team assets.

Task #1 for Objective #2

Purchase allowable Tactical Team (ballistic helmets and plates) equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

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

Award Contract

Project No.

LE17-1002-D00

Grantee Name

Oneida County

07/17/2017

Special Conditions



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

September 20, 2017

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

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

FN 20 17-341
[Signature]
PUBLIC SAFETY
Anthony J. Picente, Jr.
County Executive

Date 9/28/17

Dear County Executive Picente: **WAYS & MEANS**

The Sheriff's Office is requesting approval for a contract with Trinity Services Group Inc. for food services at the Oneida County Correctional Facility.

The Sheriff's Office has reviewed bids from vendors for these services. Upon review of the proposals, the Sheriff's Office believes that the proposal by Trinity Services Group, Inc. best suits our needs. The bid award for Trinity's services was approved at the March 8, 2017 Oneida County Board of Acquisition and Contract meeting. Trinity Services Group, Inc. meets all of the nutritional guidelines pursuant to Federal standards for incarcerated adults. This vendor currently provides food services to the Correctional Facility, and has fulfilled prior contract requirements effectively.

Trinity Services Group, Inc. will charge an average per meal rate of \$1.14 to cover the cost of food service operations and staffing. Using an average of 500 inmates (x 3 meals per day) and 80 staff members requesting meals (total of 1580 meals per day) the approximate cost per year would be \$657,438.

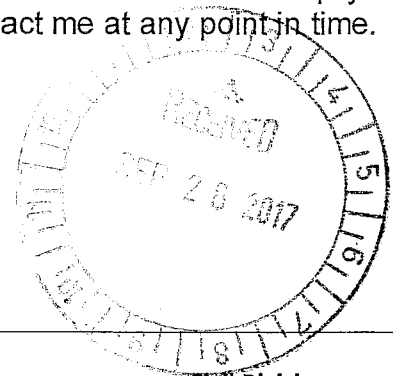
This Agreement requires Board approval at the Board's next meeting date.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

[Handwritten Signature]

Robert M. Maciol
Sheriff



Oneida Co. Department: Sheriff's Office

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Trinity Services Group, Inc.
477 Commerce Boulevard
Oldsmar, Florida 34677-3018

Title of Activity or Service: Food Services at Oneida County Correctional Facility

Proposed Dates of Operation: May 1, 2017 -- April 30, 2018

Client Population/Number to be Served: Inmate population and Correction Officers

Summary Statements

- 1) **Narrative Description of Proposed Services:** Preparation of meals for Food Services at the Correctional Facility.
- 2) **Program/Service Objectives and Outcomes:** To feed inmates in a quality and cost effective manner consistent with State and Federal requirements.
- 3) **Program Design and Staffing:** Trinity Services will employ their own staff and prepare meals at a cost of \$1.14 per meal (average cost) at the Correctional Facility. The Correctional Facility will provide inmate labor to assist Trinity in the preparation of meals.

Total Funding Requested: \$657,438

Account # A3150.19510

Oneida County Dept. Funding Recommendation: \$657,438

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

Cost Per Client Served: \$1.14 (average cost per meal)

Past Performance Data: Trinity currently provides Food Services at the Correctional Facility. Trinity has been a good provider of Food Services to inmates and staff.

O.C. Department Staff Comments: The cost per meal is based on an average of 500 inmates:
500 inmates x 3 meals per day = 1500 meals per day
Plus 80 staff meals per day
This totals 1580 meals prepared per day
Multiplied by 365 days per year at \$1.14 (cost per meal) equals \$657,438 for the approximate cost of this Agreement.

FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between Oneida County, New York, with principal offices located at 800 Park Avenue, Utica, NY 13501 (the "County"), through the Oneida County Correctional Facility located at 6065 Judd Road, Oriskany, NY 13424 (the "Correctional Facility"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity") (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the County has issued a Request for Bid, Bid Ref #1881, for Inmate Food Services at the Oneida County Correctional Facility, and Trinity submitted its proposal to provide the necessary "Food Services," as further discussed below in Section 2 and as detailed in Exhibit A, as well as accompanying "Duties," as further defined below in Section 3, to the Correctional Facility; and

WHEREAS, County desires to accept the Proposal and avail itself of Trinity's Food Services and Duties; and

WHEREAS, Trinity desires to perform such Food Services and Duties for County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties intending to be legally bound agree as follows:

1. COUNTY'S GRANT TO TRINITY

The County grants to Trinity the exclusive right to operate inmate Food Services at the Oneida County Correctional Facility, and the exclusive right to serve to inmates, staff, and other persons at the Correctional Facility food products, non-alcoholic beverages, and other such articles as shall be approved by the County. The County will provide access to the Correctional Facility kitchen and related areas, and will perform general maintenance. The County's responsibilities relating to this Agreement are hereby incorporated into this Agreement by Exhibit B.

2. FOOD SERVICES

2.1. Food Services includes obtaining all raw and cooked food necessary to provide meals to inmates and County employees, allowing for the preparation and serving of wholesome, nutritious, quality food at proper service temperatures, with correct portion sizes, and at designated meal service times, in accordance with the current Recommended Daily Allowance for adult males as established by the National Academy of Sciences, as prescribed for inmates under New York State Corrections Law Section 45(6), Title 9 NYCRR Part 7009 (NYS Minimum Standards).

2.2. Trinity shall follow specific Food Services requirements as detailed in Exhibit A, including, but not limited to, providing three (3) meals per day, special menus for religious and restricted diets, holiday meals, "finger foods," specific meat quality and portions, and boxed/bagged meals. Trinity shall also provide meals to Correctional Facility Staff, in accordance with Exhibit A, clause 12 relating to Staff Meals.

2.3. Trinity must be prepared for emergencies, including loss of water, loss of steam or electricity, vendor failure, or work stoppages, as detailed in Exhibit A.

3. TRINITY'S DUTIES IN ADDITION TO FOOD SERVICES

3.1. Trinity shall be responsible for various cleaning and sanitation procedures. Policies and procedures relating to Sanitation are incorporated into this Agreement by Exhibit C.

3.2. Trinity shall be responsible for maintaining appropriately trained staff, maintaining accurate records, providing weekly reports indicating the number of meals served to inmates and Correctional Facility Staff, and other Duties in addition to providing Food Services, as incorporated by Exhibit D.

3.3. Trinity shall send its Regional Manager to the Correctional Facility at the end of each quarter to discuss various items such as Food Services, safety issues, concerns, and others issues with the Sheriff or his designee.

3.4. Trinity shall appropriately train its staff, both in the food industry and to work in the Correctional Facility environment, as detailed in Exhibit D and further explained in Section 9.4 below regarding employee training. Trinity shall accept inmate workers to assist in the kitchen as provided by the Correctional Facility.

3.5. Trinity shall abide by the Correctional Facility's security policies and understands that the Correctional Facility reserves the right to observe Trinity's operations and inspect the kitchen and related areas at any time without notice to Trinity. Security measures are outlined and hereby incorporated into this Agreement by Exhibit E.

4. TERM

4.1. The Term of this Agreement shall be for one (1) year beginning on May 1, 2017 and terminating on April 30, 2018, with the option to extend for two (2) subsequent consecutive one (1) year periods at the option of the County and by mutual agreement of the Parties.

4.2. Thirty (30) days prior to the termination of this Agreement, if there is any surplus stock of food on hand, Trinity will notify the Sheriff or his designee of its intent to sell the remaining inventory, which at the County's option, may be purchased at fair market value. Trinity may also negotiate with the successor vendor to sell or transfer ownership of any or all inventories.

4.3. Trinity understands and agrees that the continuity of service is critical to the County. In the event of expiration or termination of this Agreement, Trinity agrees to exercise best efforts and cooperation for an orderly and efficient transition of the Food Services and Duties to a new vendor or to the County. There will be no interruption of service. Trinity will also negotiate a plan in good faith with the successor to determine the nature and extent of the phase-in, phase-out services required. This plan will specify a date for service transition.

5. TERMINATION

5.1. Either Party may terminate this Agreement for any reason by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

5.2. If either Party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in

Section 15 herein, the Party claiming such failure shall give the other Party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured Party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

5.3. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Correctional Facility occupied by Trinity, and where applicable, remove its property and equipment and return the Facility to the County, together with all the equipment furnished by the County pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss common in the food service industry.

6. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit F and in Schedules 1 and 2, which are attached and made a part hereof as if fully set forth in this Agreement.

7. INFORMATION TECHNOLOGY SECURITY

7.1. In connection with the Food Services and Duties being provided hereunder, Trinity may need to operate certain information technology systems not owned by the County ("Non-County Systems"), which may need to interface with or connect to County's networks, internet access, or information technology systems ("County Systems"). Trinity shall be responsible for all Non-County Systems, and County shall be solely responsible for County Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances.

7.2. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with performing Food Services and Duties of this Agreement, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data.

7.3. If any additional services and costs are needed in order for Non-County Systems to interface with or connect to County Systems, Trinity agrees to incur such expenses involved.

7.4. Each Party shall indemnify, defend and hold harmless the other Party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying Party's failure to comply with its obligations in this Section.

7.5. Additional Security measures are hereby included in this Agreement in Exhibit E.

8. COMPLIANCE WITH TERMS AND CONDITIONS AND STANDARDS

8.1. Pursuant to the terms, conditions and requirements of this Agreement, Trinity will operate and manage its Food Services and Duties at the Correctional Facility and keep its Food Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the Parties.

8.2. Trinity shall perform its Food Services and Duties in accordance with this Agreement and all Exhibits attached hereto. The terms and conditions contained in the Oneida County Standard Contract Clauses Addendum, Exhibit G, are incorporated herein by this reference and made a part hereof. In the event of a conflict between the terms stated herein and the Standard

Contract Clauses Addendum, the terms and conditions contained in the Addendum shall control.

8.3. Trinity's Food Services shall meet or exceed the guidelines as prescribed by the New York State Commission on Corrections Standards for Local Correctional Facilities regarding food service in Title 9, Subtitle AA, Chapter 1 Minimum Standards and Regulations for Management of County Jails and Penitentiaries, Part 7009 Food Servicers.

8.4. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, State, and Local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association.

8.5. Trinity agrees to pay all Federal, State, and Local taxes which may be assessed against Trinity's equipment or merchandise while in the Correctional Facility, as well as all Federal, State, and Local taxes assessed in connection with the operation of its Food Services and Duties at the Correctional Facility.

9. PERFORMANCE OF FOOD SERVICES AND OTHER DUTIES

9.1. Trinity represents that Trinity is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Food Services and Duties. Trinity shall use Trinity's best efforts to perform the Food Services and Duties such that the results are satisfactory to the County.

9.2. Trinity may, at Trinity's own expense, employ or engage the services of such employees, subcontractors, agents and/or partners as Trinity deems necessary to perform the Food Services and Duties (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Trinity shall be solely responsible and shall remain liable for the performance of the Food Services and Duties by the Assistants in a manner satisfactory to the County, in in compliance with any and all applicable Federal, State or Local Laws and Regulations.

9.3. Trinity acknowledges and agrees that Trinity and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

9.4. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper Local, State, or Federal authorities may require in connection with their employment with Trinity, in addition to security background screening as permitted by law to include criminal background checks conducted by the County. The County may refuse access to any Trinity employee for safety, security, and good order of the Correctional Facility, and will not be held liable for any liabilities arising from such action.

9.5. Trinity shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Food Services and Duties described herein, and shall be solely responsible for the cost of the same.

10. INDEPENDENT CONTRACTORS

10.1. Trinity shall be an independent contractor and shall retain control over its Assistants. The Assistants of Trinity are not, nor shall they be deemed to be, employees of the County, and employees of the County are not, nor shall they be deemed to be, employees of Trinity, for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. Trinity covenants and agrees that it will conduct itself in accordance with such status as an independent contractor.

10.2. Trinity 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.

10.3. Trinity's Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Trinity employees with any salary or benefits. Trinity shall be solely responsible and shall remain liable for the performance of the Services by its Assistants in a manner satisfactory to the County, and in compliance with any and all applicable Federal, State or Local Laws and Regulations.

10.4. Trinity warrants and represents that it is in the business of offering the same or similar services detailed herein, and does offer the same or similar services to other entities as a regular course of business.

10.5. Trinity shall submit to the Oneida County Purchasing Department, 800 Park Avenue, Utica, NY 13501 within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by the NYS Consolidated Law, Department of Labor, Article 8 Sec. 220-3-a, subscribed and affirmed as true under the penalties of perjury as long as this contract is in place. All persons employed by Trinity will be the employees of Trinity, and not of the County, and will be covered by employee dishonesty insurance coverage.

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

10.7. Trinity agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

11. RECORD RETENTION

All records shall be kept on file by Trinity for a period of six (6) years from the date the record is made and Trinity shall, upon reasonable notice, give the County or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to this Agreement and the financial arrangements set forth in Exhibit F. The cost of such inspection, examination, and audit will be at the sole expense of the County and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 17 herein.

12. LIABILITY AND INDEMNIFICATION

12.1. Each Party to this Agreement shall be responsible for its own acts and omissions, and, to the extent allowed by law, shall indemnify and hold harmless the other and its officers, directors, members, agents, employees, contractors, and other representatives (each, 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 arising out of or in connection with the exercise by a Party or any of a Party'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. The provisions of this Section shall survive the expiration or termination of this Agreement.

12.2. Notification of an event giving rise to an indemnification claim must (a) be received by the Indemnifying Party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the notice provisions hereunder.

13. INSURANCE

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

13.1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

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 all other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's.

13.2. Workers Compensation and Employers Liability

a) Statutory limits apply.

13.3. Automobile Liability

a) Business Auto Liability with limits of at least \$1,000,000 each accident.

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

c) Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

13.4. Commercial Umbrella

a) Umbrella limits must be at least \$3,000,000.

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

c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

13.5. County shall obtain and maintain insurance for the operation of the Correctional Facility, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

13.6. Certificates of Insurance for such coverages shall be provided by each Party to the other Party, naming the applicable Party as an additional insured as respects such coverage prior to the commencement this Agreement.

14. WAIVER OF SUBROGATION

Trinity 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, Automobile Liability, Umbrella Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above.

15. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either Local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the Term of this Agreement for the period of such suspension of the performance of the terms and provisions of this Agreement.

16. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the Parties at the address stated below or at any other address as designated by one Party upon notice to the other Party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to County: Oneida County, Law Department
800 Park Avenue
Utica, NY 13501

With copy to: Oneida County Sheriff's Office
6065 Judd Road
Oriskany, NY 13424

If to Trinity: Trinity Services Group, Inc.
477 Commerce Boulevard
Oldsmar, FL 34677-3018

With copy to: Stephen A. Hould, Esq.
920 Third Street, Suite D
Neptune Beach, FL 32266

17. CONFIDENTIALITY

In the course performing this Agreement, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, County security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The Parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the Term of this Agreement, except that the Parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and shall be returned by the Party to the other Party upon termination or expiration of this Agreement. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

18. SIGNATURES

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both Parties hereto.

19. GOVERNING LAW

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

20. SERVICE OF PROCESS

Trinity expressly agrees that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient. Trinity expressly consents to personal jurisdiction in New York State.

21. DISPUTE RESOLUTION

Any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the Parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both Parties, may be submitted in accordance with Section 19 above.

22. ASSIGNMENT

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by Trinity 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. Trinity 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.

23. ENTIRE AGREEMENT AND WAIVER

23.1. The terms of this Agreement, including any exhibits, schedules, attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (Food Services to be Performed), Exhibit B (County Responsibilities), Exhibit C (Sanitation), Exhibit D (Trinity's Responsibilities), Exhibit E (Security), Exhibit F (Financial Arrangements, including Schedules 1 and 2), and Exhibit G (Standard Contract Clauses Addendum).

23.2. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

IN WITNESS WHEREOF, the Parties hereto have agreed to be bound by the terms and conditions of this Agreement and accompanying Exhibits, as of the day and year first above written.

Oneida County

By: _____

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Date: _____

Trinity Services Group, Inc.

By: 

Printed Name: Christopher C. Alberta

Title: Chief Executive Officer COO

Date: 9.15.2017

Approved

Alison Stanulevich, Esq.
Assistant County Attorney

Exhibit A

Food Services to Be Performed

Trinity Shall:

1. Deliver high quality Food Services, in accordance with industry standards. Food Services shall meet all applicable Federal, State, and Local guidelines, laws, and regulations, including the guidelines as prescribed by the New York State Commission on Corrections Standards for Local Correctional Facilities.

2. Operate the Food Services program using correction-experienced and professionally trained personnel who will comply with all Federal, State, and Local laws, regulations, and guidelines including, but not limited to, Correctional Facility regulations and directives from the Sheriff and his supervisory personnel.

3. Ensure that with respect to the purchase of raw food products, all food and beverage products used in the performance of this Agreement must be served prior to the expiration date, when so dated. Additionally, Trinity will maintain food temperatures in accordance with the New York State Health Department's heating and cooling requirements, and will meet or exceed all New York State Department of Health Food Service Sanitation Guidelines, and all NCCHC, New York State Commission of Corrections and County Correctional Facility Standards.

4. Operate the Food Service program in a cost-effective manner.

5. Offer a comprehensive education program for staff and inmates assigned to kitchen duty.

a. Trinity shall provide inmate education through their Inmate Training Program to teach inmates real and usable job skills.

Food Requirements:

1. Three (3) meals per day with at least one (1) hot meal per day, seven (7) days per week, together with sack lunches of comparable nutritional value, as required by the County. All menus and special diets must meet the standards for adult holding and detention facilities as established by the National Commission of Correctional Health Care (NCCHC), Title 9 NYCRR Part 7009 (NYS Minimum Standards) and New York Correction Law Section 45(6). Trinity will have all menus approved and signed annually by a Registered Dietitian licensed by the State of New York.

These three meals will be served at the following designated times:

Breakfast: 0700-0800 hrs

Lunch: 1100-1200 hrs

Dinner: 1630-1730 hrs

No more than fifteen (15) hours is permitted between the dinner meal and the breakfast meal on the following day.

2. All meals served will be in compliance with current Recommended Daily Allowance for adult males as established by the National Academy of Sciences, as prescribed for inmates under New York State Corrections Law Section 45(6), Title 9 NYCRR Part 7009 (NYS Minimum

Standards). Trinity shall institute revisions to the program when updates are issued by the aforementioned authorities.

3. In addition to the regular twenty-eight (28) day cycle meal plan, Trinity will provide a special menu for inmates on special, modified, medical and/or religious diets (i.e.: Kosher meals, Ramadan, allergies, diabetic, etc.). Trinity will provide therapeutic or restricted diet meals upon the County's request. Specific therapeutic diets will be prepared and served to inmates in accordance with order of the County's attending physician, dentist, or responsible health authority. Proposed medical diets will be specific and complete and will be furnished in writing to Trinity by the County.

4. Trinity will provide a minimum of four (4) holiday meals at Thanksgiving, Christmas, New Year's Day and Independence Day, and others as requested by the County for inmates and staff, including at least two (2) "spirit lifter" meals.

5. Trinity will provide copies of all "special diets menus" to the Correctional Facility Medical Department and Administrative Office. Diets will include calorie content and food served by type and portion amount. Special diets will be provided to the Medical Department and Administrative offices prior to the start-up date of this Agreement.

6. Trinity will provide, at the request of the Sheriff/designee, "finger foods," including Nutra-Loaf, served with no utensils on a specialized tray for inmates housed in Special Housing Units, including medical/mental health watches.

7. Trinity must have the inmate menu reviewed at least annually by a Registered Dietician, licensed by the State of New York. This review shall include a signed nutritional compliance statement.

8. Trinity shall maintain a sample meal of each meal served for 72 hours. The County reserves the right to review and change the menu at its discretion.

9. Meat Portions

a. All meat portions will be no less than four (4) ounces and no more than six (6) ounces cooked weight.

b. Beef Graded USDA goods will be used for pot roast or stews. Otherwise, only first quality foods, such as Grade A eggs, Grade A or B poultry, U. S. Choice Grades of beef, Grade A or B fancy fresh or frozen vegetables and fruits, and Grade A or B canned goods will be used.

c. No pork products or pork derivatives, including gelatin, will be used. At the request of the Sheriff or his designee, Trinity will provide a manufacturer's statement of ingredients for the requested items.

d. Ground beef and ground beef patties will be provided with a minimum lean to fat ratio of 80/20. Ground beef will not contain any gland meat, bull meat, stag meat, or head meat. Only USDA inspected meat will be used. During grinding, meat should remain below 40F, but not less than 30F. Meat should be double ground. Soy or other extenders are acceptable up to 6%.

10. Cereal & Condiments

a. Cereal - Cereal is designated on menus by a serving of one (1) cup. One cup is measured to be either nine (9) ounces by volume or one and one-half (1.5) ounces by weight. Only bulk cereal is to be used.

b. Condiments - Condiments such as ketchup, mustard, mayo-type dressing, margarine, salad dressing, syrup, and jelly will be provided in prepackaged, portion control packages. Salt and pepper will not be served to inmates.

11. Other Meal and Food Requirements

a. Trinity will provide meals in paper bags or other temporary food storage containers for inmates that miss meals because they are out of the facility at the time of meal service.

b. At a minimum, these "bagged/boxed" meals shall be composed of the following: Four (4) slices of bread, two (2) ounces of meat (e.g. turkey, turkey bologna, turkey salami, etc.), two (2) ounces of cheese, one (1) serving of fruit (e.g., apple, orange, pear), a beverage, and packaged condiments (e.g., mustard, mayo-type dressing, ketchup).

c. Trinity will provide, at their expense, natural fruit juice (may be reconstituted) for special diets. A stock (minimum of one (1) quart) of the aforementioned natural fruit juice will be kept in the Jail's Medical Office for their use during emergencies.

12. Staff Meals

a. Trinity will provide one meal to Correctional Facility staff, as provided for under their collective bargaining agreement (232 Correction Officers and 20 Civilian Staff Members), who are assigned to work during regularly scheduled meal times. Meals provided will be the same as those served to inmates on the date and time of meal service.

b. Pursuant to the terms and conditions of the Collective Bargaining Agreement, the staff members may opt to receive a garden salad with choice of dressing, in lieu of a regular meal.

c. Additional staff food will be provided by Trinity upon request of the Sheriff or his designee. Staff meals will be counted in the total numbers of meals served to determine the price per the sliding scale.

13. Trinity Take- Out

a. Trinity will also provide "Trinity Take-Out" which includes an offering of higher quality meals to inmates to eligible inmates (good behavior). Menus will be available to eligible inmates and staff a week before delivery.

b. Inmates will purchase these meals with money in their own accounts. If an inmate receives disciplinary action between order and delivery and/or is unable to receive the order, money will not be refunded to the inmate's account. Eligible inmates may purchase one (1) item per week.

c. Correctional Facility staff may also purchase these meals.

14. Emergency Preparedness

a. Trinity shall maintain, at a minimum, a five (5) day supply of three (3) complete meals, including disposable service ware, at all times for both inmates and staff.

b. Trinity shall maintain procedures and emergency menus in the event of the following: loss of water, loss of steam or electricity, vendor failure, or work stoppage.

c. Trinity shall be responsible for providing all paper products used during lock down events and will be responsible for the costs of these products.

Exhibit B

County Responsibilities

1. County shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Food Services, and shall furnish, without cost to Trinity, all utilities and facilities reasonable and necessary for the efficient performance of Trinity's Services hereunder, including, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

2. County shall, at its own cost and expense, provide all fixed food equipment, such as coolers, kettles, etc., facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. Trinity shall provide, at its own costs and expense, all non-fixed food service items. Trinity will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by County becomes inoperative, hazardous, or inefficient to operate, Trinity shall notify County and have the right to effect repairs or replacements at the expense of the County if the County fails to do so after a reasonable amount of time after notice of said equipment deficiency. During such time period when the equipment is inefficient, hazardous, or fails to operate, County shall, if applicable, pay the cost of all paper products used during such time period. County shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof.

3. County will provide, install, maintain, repair, replace if necessary and permit Trinity to use all mechanical food service equipment. Repairs required as a result of misuse or abuse or negligence by Trinity's personnel or inmates under their supervision of Trinity will be paid by Trinity. In the event repairs are required, Trinity will immediately notify the appropriate County personnel.

4. County will provide inmate workers to assist Trinity employees in the Food Services and Duties. County will determine what workers to assign to work in Food Services and Duties after a request is made by an inmate and it is confirmed that they are eligible to work.

5. County will provide trash removal, pest control, office space, inmate uniforms, and utilities as specified above in (i), excluding modem and FAX services.

6. County will provide adequate ingress and egress to all production areas used by Trinity and will provide adequate heat, gas, lights, ventilation, and all other utilities.

7. County will provide general maintenance to the building structure including, but not limited to the maintenance of, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings and wall and ceiling surfaces. Trinity will not make any alterations to, additions to, or removal of, any walls, windows, floors, ceilings, doors, equipment, or fixtures, without the prior written approval of the Sheriff or his designee. Windows and other openings will not be covered with any blinds or drapes without prior written approval of the Sheriff or his designee.

8. Non Solicitation

County will not, during the term of this Agreement and for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee

of Trinity or any of its subsidiaries. In the event that County breaches the terms of this provision, County shall pay Trinity an amount equal to the annual salary of such employee. This provision shall not apply to any person who was employed by the County prior to being employed by Trinity.

9. Taxes

County shall pay all real estate taxes with respect to the Correctional Facility, and County shall pay all personal property taxes and similar taxes with respect to County's equipment located in the Facility.

Exhibit C

Sanitation

1. Trinity will ensure the entire Food Services department (kitchen, storeroom, and break room area) will be operated and maintained in a clean and sanitary condition in complete compliance with Federal, State, and Local standards, including, but not limited to, the regulations promulgated and enforced by the Oneida County Sheriff's Office.

2. Trinity will successfully pass all required health and sanitation inspections whether by County, State, or Federal officials with a Grade "A" or equivalent numerical score. Any costs incurred by the County due to Trinity's failure to pass any required health and sanitation inspections will be the responsibility of Trinity.

3. Trinity will collect and dispose of all rubbish, garbage, litter, or other waste in the kitchen areas in accordance with the Correctional Facility's policy. County will be responsible for proper removal of trash and garbage within a reasonable amount of time after completion of each meal from the Correctional Facility. County will provide dumpsters and will be responsible for having them emptied.

4. Trinity's Food Service Manager will participate in periodic Correctional Facility kitchen inspections with the Sheriff or his designee.

5. Trinity agrees to submit to inspections by the Sheriff or his designee and by County Health Department, State Health Department or other similar County, State, or Federal agencies upon the request of the Sheriff or his designee.

6. Trinity will require all employees on all shifts to have Federal, State, or County Food Service Sanitation Certification when required by any such agency.

7. Trinity will not dispose of grease in drains. Grease will be disposed of in accordance with local health codes. The collection and removal of grease will be accomplished by an independent hauler, at Trinity's expense.

8. Trinity will establish hazardous chemical logs and comply with all applicable laws and standards concerning the use, storage and handling of hazardous substances and chemicals. This includes MSDS regulations.

9. All chemicals, supplies, and other materials required for proper sanitation will be provided by Trinity. The use of any chemicals will be subject to prior approval by the Sheriff or his designee.

10. Trinity will provide regular and post-meal cleaning and/or sanitation of all oiled trays, carts, utensils, and other related items used and/or soiled during Food Services operations.

Exhibit D

Trinity's Responsibilities

1. Staff

a. Trinity represents and warrants that they will maintain appropriately trained and educated staff to provide the Food Services in the Agreement. All staff must be able to obtain a security clearance issued by the Oneida County Sheriff's Office prior to commencing work within the Correctional Facility. Trinity shall continue to train its staff in accordance with applicable Federal, State, and Local rules, court orders, administrative directives, Correctional Facility directives, National Commission of Correctional Health Care, American Correctional Association or New York State Commission of Correction standards, Chairman's Memoranda, and policies and procedures of the Correctional Facility.

b. Staff will be on duty seven (7) days per week, fifty-two (52) weeks per year during meal prep, service and clean-up times.

c. Trinity will provide efficient operation, expert administration, dietetic service, purchasing, accounting, supervision service, technical assistance, and planning to fulfill the terms and conditions of this Agreement.

d. Trinity will provide a Food Service Manager to be in attendance whenever the kitchen is in operation to assure quality performance. Either the Food Service Manager or a supervisor must be on duty each day, and either must be on call 24 hours per day in order to provide administrative backup for the on-duty staff.

2. Reports and Records

a. Trinity will provide an accurate weekly report indicating the number of daily meals served to inmates and County staff. The report will be broken down into categories by the three meal times, by housing locations, regular meals, and staff meals.

b. Trinity shall provide a monthly report, which shall be attached to an invoice. This report shall detail all work completed that month and shall compare scheduled work versus actual work completed. This report shall also include i) schedule of when work is done, ii) specific information of what work was done, and iii) the number of workers utilized and hours worked.

c. Trinity will provide training reports when applicable. Reports will be submitted monthly to the Sheriff or his designee.

3. Management Meetings

At the end of each quarter during the Term of this Agreement, Trinity will send Trinity's Regional Manager to the Correctional Facility to meet with the Sheriff/designee to discuss the following areas, including but not limited to food portion sizes, menu compliance (amount, product and completeness), food temperature and other health and safety issues, and any other concerns.

4. Equipment

a. Trinity shall purchase any non-fixed inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. County does not have any liability under any Vendor Terms.

b. All equipment furnished by the County to Trinity is the sole property of the County, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the County.

5. Repair

Trinity shall be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions, but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the County, as defined in Exhibit B.

6. Non-Food Products

a. Trinity shall provide all paper, foil, and plastic products used in the daily routine of Food Services. These include, but are not limited to, aluminum foil, plastic wrap, paper bags, waxed paper, sandwich bags, plastic or foam trays and containers, plates (paper and otherwise), utensils (including those used in the preparation and service of meals), sporks, bowls with lids, cups with lids, bun rack covers (oven covers), labels, and parchment paper.

b. Trinity shall provide all protective garments for Trinity employees and inmate kitchen workers including, but not limited to, caps, hairnets, aprons, and plastic gloves.

c. Trinity shall provide all trash can liners for cans located in the kitchen area.

d. Trinity shall provide insulated meal carts for the transportation of meals to the housing units.

7. Grievances

a. Trinity shall comply with the Sheriff's legal requirements for maintaining an Inmate Grievance Program pursuant to New York State Commission on Correction Standards for local correctional facilities, Title 9 NYCRR, Part 7032.

b. Trinity shall maintain monthly statistics of grievances filed including complaints with and without merit. All grievances will be responded to in writing within 24 hours of receipt. The Correctional Facility and the County reserves the right to review inmate grievances and Trinity's actions. Trinity must implement the Correctional Facility's or the County's recommendations in disputed cases.

Exhibit E

Security

1. The Sheriff or his designee will provide security services sufficient to enable Trinity and its personnel to safely provide the Food Services and Duties as outlined in the Agreement.

2. Trinity will abide by any and all of the County rules and regulations, procedures and General Orders, as well as any directive by the Sheriff or his designee concerning the safety and security of the Correctional Facility.

3. The Sheriff possesses the sole discretion to deny any person access to the Facility where the Sheriff determines that person to be a threat to the safety and/or security of the Facility. The County reserves the right to observe Trinity's operations and inspect the kitchen and related areas at any time without notice to Trinity.

4. Trinity is hereby made aware that the Oneida County Sheriff's Office has a standing policy that individuals with outstanding felony or misdemeanor warrants will be denied access to the Correctional Facility and will be reported to Law Enforcement. Trinity will bring to the attention of the Sheriff any employees with outstanding felony or misdemeanor warrants as soon as Trinity becomes aware of the same.

5. The Sheriff may issue temporary identification cards to Trinity's employees which they will be required to wear at all times while on Correctional Facility property. Cards will be returned to Correctional Facility central control and reissued to Trinity's employees each day.

6. The Sheriff will have control of all perimeter keys, locks and security. Trinity will have keys and access to those areas where food and supplies are stored and processed, to be determined by the Sheriff or his designee.

7. Trinity will have control of and access to the kitchen, storeroom and break area except for matters related to security, fire protection, and building repair. In these specific instances, the Sheriff will have absolute control and will maintain a master set of all keys.

8. Trinity staff will direct inmates as to their kitchen tasks. Inmates shall not be permitted to supervise other inmates. An officer will be stationed in the kitchen while Trinity staff and inmates are present.

9. Trinity will abide by their own Security Procedures and Policies Program which includes policies for contraband, tool control, key control, trash checks, taking of hostages, planned assaults, rumors (will be conveyed to Correctional Facility staff), and shakedown procedures. Trinity staff shall also abide by all Correctional Facility security measures, and will tailor their procedures to the Correctional Facility's needs.

10. New Trinity employees will be required to attend an orientation program conducted by the Correctional Facility consisting of a Safety for Civilians training seminar within one (1) year of employment. This training is due to the nature of the work environment. Trinity is responsible for compensating their employees during this training. Trinity is responsible for all other employee training.

EXHIBIT F

FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

1. County shall pay Trinity the price per meal as detailed in the Scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. Schedule 2 attached hereto provides an example breakdown of meal costs.

2. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

3. In the event of an extension of the Term of this Agreement, meal prices shall be adjusted annually, effective on the anniversary date of the Agreement, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, (1982-84=100). Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the County not less than thirty (30) days prior to the effective date of the new prices.

In addition, in the event of material unanticipated cost changes, whether in (i) Federal, State or Local sales, payroll based or other taxes, labor, employee benefits, merchandise, equipment; (ii) the minimum wage rate or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity having jurisdiction over the Parties, it is agreed that Trinity Services shall have the right to request an adjustment of its per meal prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of Food Services and Duties, menu changes requested by the Correctional Facility, decreases in inmate population or the availability of inmate labor, efforts to organize labor or changes in Federal, State or Local standards or regulations including any applicable nutrition program standards or other unforeseen conditions beyond Trinity Services' control, it is agreed that Trinity Services shall have the right to request an adjustment of its per meal prices to reflect the impact of the change in circumstances.

4. The financial terms of this Agreement have been negotiated between the Parties upon the condition that Trinity will operate its Food Services and Duties at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If County desires Trinity to change the operation or scope of its Food Services or Duties, County and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

II. PAYMENT TERMS

1. Trinity shall invoice County each week, in arrears, for the total amount due from County as the result of the number of meals served in the preceding week. County shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that County's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving ninety (90) days prior written notice to County.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the County.

SCHEDULE 1

SCALE

Inmate Meals Served	Price Per Meal
Less than 401	\$1.35
401 – 450	\$1.26
451 – 500	\$1.19
501 – 550	\$1.14
551 – 600	\$1.10
601 or more	\$1.07

Pricing will be determined by adding the total number of meals served for each weekly (21 meals) cycle, and dividing by 21 to get the average number of meals served for that meal period billing cycle, applying the corresponding price from the scale and calculating the total amount due for the week.

Special component meals (Kosher, etc.) shall be billed at the rate of \$3.85 per meal.

Schedule 2

BREAKDOWN OF COSTS

<u>Description</u>	<u>Basic Meal Component</u>	<u>Special Meal Component (Kosher, etc.)</u>
Food	\$0.64	\$2.18
Labor*	\$0.18	\$0.59
Management	\$0.09	\$0.32
Production		
Sanitation	\$0.02	\$0.07
Delivery		
Clerical		
Fringe	\$0.07	\$0.25
Supplies		
Administrative Supplies	\$0.01	\$0.03
Service Disposables (napkins, placemats)	\$0.04	\$0.11
Packaging Supplies (totes, bags, etc.)		
Operating Costs (fuel, maintenance, mileage)		
Other Expenses (training, membership)	\$0.02	\$0.07
<u>Fees</u>		
Adm. & Supervision	\$0.01	\$0.03
Accounting/Audit	\$0.01	\$0.03
Profit	\$0.05	\$0.17
TOTAL UNIT COST	\$1.14	\$3.85

EXHIBIT G

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.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

- a. Pursuant to Oneida County Board of 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.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension,

continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- b. Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (0), (0), (d), (0), (f).
- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
 - 3. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:
- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's client.
 - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
 - c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.
5. **Non-Assignment Clause.** 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 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller,

the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The 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. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms. 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.

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and

provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

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

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

17. Audit.

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

the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

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

September 12, 2017

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

FN 20 17-342
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive
Date 9/22/17
PUBLIC SAFETY
WAYS & MEANS

Re: Oneida County Emergency Communications System Upgrade
Recommendation of Contract Amendment for Project Management

Dear Mr. Picente,

C&S Engineering was previously awarded a proposal for project management of the radio system upgrade. Due to unforeseen circumstances, it is necessary to request an amendment to their contract from \$234,356 to \$393,376 (increase of \$159,020). I am also requesting the closing date of the contract be amended from December 31, 2017 to March 31, 2018. The amendment was approved by Acquisition and Contracts on August 23, 2017.

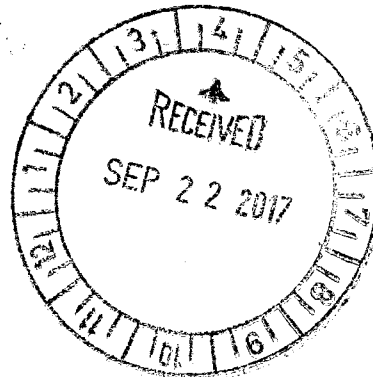
Our office has reviewed the contract amendment submitted by C&S Engineering and finds it to be in conformance with the requirements of the project. Based on the above, it is our request that the contract amendment be sent to the board of Legislators for their approval. There is currently funding available for this increase through Capital Project H-533.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kevin W. Revere
Director

Cc: Amanda Cortese, County Attorney's Office



Oneida Co. Department: Emergency Services

Competing Proposal
Only Respondent _____
Sole Source RFP _____
Other _____

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: C&S Engineering
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

Title of Activity or Service: Project Management Services

Proposed Dates of Operation: Commencing on the Effective Date

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services: Contractor will provide project management services for new interoperable communications project.

2) Program/Service Objectives and Outcomes: Project management services in support of Radio Communications System upgrade project.

3) Program Design and Staffing:

Total Funding Requested: \$159,020 (Original **Account #:** H533
Contract award \$234,356 increased to
\$393,376)

Oneida County Dept. Funding Recommendation: State Interoperable Communications Grant
(Round 4)

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments: Due to unforeseen circumstances it is necessary to request an amendment to the original contract value of \$234,356 to \$393,376, an increase of \$159,020.

AMENDMENT #1 TO CONSULTING AGREEMENT

THIS AGREEMENT, made this _____ day of September, 2017, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "COUNTY," and **C & S ENGINEERS, INC.**, a business corporation organized and existing under the laws of the State of New York with its principal offices located at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212, hereinafter referred to as "CONSULTANT."

WHEREAS, the parties hereto entered into an agreement dated February 1, 2016 (COUNTY contract No. 3490), hereinafter referred to as the "Original Agreement," a copy of which is annexed hereto as "Exhibit A;" and

WHEREAS, pursuant to the Original Agreement the CONSULTANT is providing Program/Project Management Services to the COUNTY, hereinafter referred to as the "Services," for its ongoing Emergency Communications System Improvement Project, hereinafter referred to as the "Project;" and

WHEREAS, due to unforeseen circumstances that arose during the course of the Project and after execution of the Original Agreement, the scope of the Project was significantly increased; and

WHEREAS, as a result of the significant increase in the scope of the Project the COUNTY requires an increase in the volume of Services to be provided by the CONSULTANT; and

WHEREAS, the CONSULTANT has, to date, performed all Services requested by the COUNTY, and is willing and able to perform the additional Services necessary to meet the needs of the COUNTY in completion of the Project; and

WHEREAS, Article 3.2 of the Original Agreement allows for additional compensation to be paid when changes to the Project scope require the CONSULTANT to perform additional Services; and

WHEREAS, as a result of the significant increase in the scope of the Project there is a need to extend the term of the Original Agreement;

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

1. Article 3.1 of the Original Agreement shall be stricken in its entirety and replaced with the following:

- 3.1. COUNTY agrees to pay CONSULTANT a lump sum fee of \$393,376.00 for services identified in Exhibit A. Payments shall be based on Exhibit

B, Proposed Fee, and Exhibit B-1, Additional Engineering Services, both attached hereto and made on a basis of work completed.

2. Exhibit B-1, Additional Engineering Service, a copy of which is annexed hereto, shall be incorporated into the Original Agreement.

3. Article 10.1 shall be amended such that the date "December 31, 2017" shall be stricken and replaced with "March 31, 2017."

4. All other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY OF ONEIDA

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

C & S ENGINEERS, INC.

By: _____
Robert Duclos, P.E.
Senior Vice President

Approved:

Amanda Lynn Cortese
Special Assistant County Attorney

CONSULTING AGREEMENT

COUNTY OF ONEIDA

THIS Agreement is made and entered into this 1 day of FEBRUARY, 2016, by and between THE COUNTY OF ONEIDA, a municipal corporation in the State of New York with principal offices at 800 Park Avenue, Utica, NY 13501, hereinafter called "COUNTY," and C & S Engineers, Inc., with principal offices at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, COUNTY requires consulting services to assist the COUNTY in providing Program/Project Management Services for an Emergency Communications System Improvement Project; and

WHEREAS, CONSULTANT has submitted a proposal to provide Program/Project Management Services for an Emergency Communications System Improvement Project, and CONSULTANT represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner; and

WHEREAS, COUNTY Board of Acquisition and Contract has authorized the contract;

NOW, THEREFORE, it is mutually agreed by COUNTY and CONSULTANT that for the consideration hereinafter set forth, CONSULTANT shall provide said services to COUNTY, as set forth in greater detail herein.

1. ARTICLE 1 - SCOPE OF WORK

- 1.1. CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2. CONSULTANT'S work product shall be completed and submitted in accordance with industry standards. Completion dates, if specified herein, may only be modified by mutual written agreement between COUNTY and CONSULTANT. CONSULTANT agrees to diligently perform the services to be provided under this Agreement.
- 1.3. It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that COUNTY relies upon the professional skills of CONSULTANT to do and perform CONSULTANT'S duties.

- 1.4. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without COUNTY'S prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of COUNTY. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of COUNTY. COUNTY is licensed to utilize these documents for COUNTY applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of COUNTY.

2. ARTICLE 2 - PERFORMANCE OF SERVICES

- 2.1. CONSULTANT represents that CONSULTANT is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. CONSULTANT shall use CONSULTANT'S best efforts to perform the Services such that the results are satisfactory to the COUNTY. CONSULTANT shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- 2.2. CONSULTANT may, at CONSULTANT'S own expense, employ or engage the services of such employees, subcontractors and/or partners as CONSULTANT deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the COUNTY, and the COUNTY shall have no obligation to provide Assistants with any salary or benefits. CONSULTANT shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the COUNTY, in in compliance with any and all applicable Federal, State or Local Laws and Regulations. CONSULTANT shall expressly advise the Assistants of the terms of this Agreement.
- 2.3. CONSULTANT acknowledges and agrees that CONSULTANT and its Assistants have no authority to enter into contracts that bind the COUNTY or create obligations on the part of the COUNTY without the prior written authorization of the COUNTY.
- 2.4. CONSULTANT shall inform the COUNTY within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. CONSULTANT maintains the right to do so at any time, and COUNTY maintains the right to contract with other individuals or entities to perform the same services.

3. ARTICLE 2 – COMPENSATION

- 3.1. COUNTY agrees to pay CONSULTANT a lump sum fee of \$234,356.00 for services identified in Exhibit A. Payments shall be based on Exhibit B, Proposed Fee, attached hereto and made on a basis of work completed.
- 3.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify COUNTY of the identified changes and advise COUNTY of the recommended solution. Work shall not be performed on such changes without prior written authorization of COUNTY. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of work completed and/or on completion of major tasks.

4. ARTICLE 4 - NOTICE TO PROCEED

- 4.1. This Agreement shall become effective upon execution of the final signature. CONSULTANT shall commence work upon receipt of COUNTY'S Notice to Proceed, which shall be in the form of a letter signed by COUNTY'S Project Manager. COUNTY'S Notice to Proceed will authorize the Contracted Services described in Exhibit A with fees described in ARTICLE 3. No work shall commence until the Notice to Proceed is issued.

5. ARTICLE 5 – TERMINATION

- 5.1. This Agreement may be terminated by COUNTY immediately for cause or upon 10 days written notice.
- 5.2. If this Agreement is terminated, CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that COUNTY may condition payment of such compensation upon CONSULTANT'S delivery to COUNTY of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for COUNTY in connection with this Agreement. Payment by COUNTY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same.
- 5.3. This Agreement may be terminated by CONSULTANT upon 10 days written notice to COUNTY only in the event of substantial failure by COUNTY to fulfill its obligations under this Agreement through no fault of the CONSULTANT.

6. ARTICLE 6 - PROJECT MANAGERS

- 6.1. COUNTY designates Fred Lampman as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT'S performance under this Agreement, and for liaison and coordination between COUNTY and CONSULTANT. In the event COUNTY wishes to make a change in the COUNTY'S representative, COUNTY will notify CONSULTANT of the change in writing.
- 6.2. CONSULTANT designates Robert Duclos, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the COUNTY'S Project Manager.

7. ARTICLE 7 - INDEMNIFICATION AND INSURANCE

- 7.1. Indemnification. The CONSULTANT agrees that it shall defend, indemnify and hold harmless the COUNTY from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the CONSULTANT and it's subconsultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the CONSULTANT and its subconsultants or failure on the part of the CONSULTANT and its subconsultants to comply with any of the covenants, terms or conditions of this agreement.
- 7.2. Insurance Requirements. CONSULTANT shall procure and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by COUNTY. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by COUNTY. The certificates shall be on forms approved by COUNTY. Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. COUNTY reserves the right to require CONSULTANT to provide insurance policies for review by COUNTY. CONSULTANT grants COUNTY a limited power of attorney to communicate with CONSULTANT's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.
- 7.3. Commercial General Liability Insurance. The CONSULTANT agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required,

such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.

- 7.4. Professional Liability Insurance. The CONSULTANT shall maintain a professional liability policy and will provide the COUNTY with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) aggregate. The CONSULTANT agrees that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.5. CONSULTANT shall maintain Auto Liability insurance in an amount equal to or greater than \$1,000,000.00 for the duration of this contract. The CONSULTANT agrees to have the COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis, as its interests may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show the COUNTY as an additional insured and to provide that coverage shall not be terminated without written prior notice to the County of at least thirty (30) days.
- 7.6. Workman's Compensation insurance shall be procured by CONSULTANT in accordance with State Law.
- 7.7. CONSULTANT shall require any subconsultant to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the CONSULTANT in paragraphs 7.3, 7.4, 7.5, and 7.6 above.

8. ARTICLE 8 – NOTICES

- 8.1. Any notice which COUNTY may desire or is required at any time to give or serve CONSULTANT may be delivered personally, or be sent by United States mail, postage prepaid, addressed to CONSULTANT's Project Manager's attention, or at such other address as shall have been last furnished in writing by CONSULTANT to COUNTY. Any notice which CONSULTANT may desire or is required at any time to give or serve upon COUNTY may be delivered personally at 120 Base Road, Oriskany, New York 13424, or be sent by United States mail, postage prepaid, addressed to Director of Emergency Services, 120 Base Road, Oriskany, New York 13424, or at such other address as shall have been last furnished in writing by COUNTY to CONSULTANT. Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

9. ARTICLE 9 – MISCELLANEOUS

- 9.1. This Agreement and all exhibits, attachments, appendices and addendums represent the entire understanding of COUNTY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.

- 9.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of COUNTY.
- 9.3. Should any part of this Agreement be declared by a final decision by a court of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4. Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the COUNTY is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5. This Agreement and all matters relating to it shall be governed by the laws of the State of New York with venue for any proceeding commenced to be held in the Supreme Court of the State of New York, County of Oneida.
- 9.6. In compliance with the General Municipal and Finance Laws of New York State, the Consultant agrees to sign a waiver of immunity against criminal prosecution.
- 9.7. If the COUNTY becomes party to any litigation resulting from this project that is not the fault of the CONSULTANT and that requires the CONSULTANT's services, the additional fee to be paid shall be one that is mutually agreed upon between the COUNTY and the CONSULTANT.
- 9.8. Consultant agrees to comply with all applicable provisions of the Labor Laws of New York State and the United States of America.
- 9.9. The COUNTY's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The COUNTY's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.10. There shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

9.11. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the COUNTY under this Agreement.

9.12. CONSULTANT shall comply with COUNTY's Standard Addendum attached hereto and incorporated herein.

10. ARTICLE 10 - TERM

10.1. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by COUNTY, or in any event, no later than December 31, 2017. The terms of this Agreement may be amended only in writing signed by both parties.

11. ARTICLE 11 - INDEPENDENT CONTRACTOR STATUS

11.1. It is expressly agreed that the relationship of the CONSULTANT to the COUNTY shall be that of an Independent Contractor. The CONSULTANT shall not be considered an employee of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY.

11.2. CONSULTANT warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of CONSULTANT'S income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. CONSULTANT and COUNTY agree that CONSULTANT is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

11.3. The CONSULTANT shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

11.4. CONSULTANT acknowledges and agrees that neither CONSULTANT, nor its Assistants, shall be eligible for any COUNTY employee benefits, including retirement membership credits.

11.5. CONSULTANT shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to CONSULTANT or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with

respect to CONSULTANT'S self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The COUNTY shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). CONSULTANT shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

11.6. The CONSULTANT will indemnify and hold the COUNTY harmless from all loss or liability incurred by the COUNTY as a result of the COUNTY not making such payments or withholdings.

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

11.8. The CONSULTANT agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

12. ARTICLE 12 – EXPENSES

12.1. CONSULTANT is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

13. ARTICLE 13 - TRAINING

13.1. CONSULTANT shall not be required to attend or undergo any training by the COUNTY, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, CONSULTANT shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

14. ARTICLE 14 - ADVICE OF COUNSEL

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

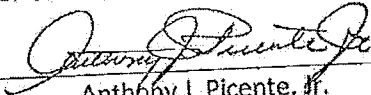
15. ARTICLE 15 - OTHER DOCUMENTS

15.1. The documents listed below shall become part of this agreement.

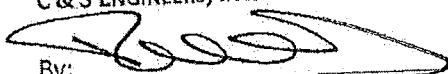
- 15.1.1. Exhibit A, Scope of Services
- 15.1.2. Exhibit B, Proposed Fee
- 15.1.3. Exhibit C, Certification of Consultant
- 15.1.4. Exhibit D, Standard Addendum

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

COUNTY OF ONEIDA

By:  Date: 4/19/16
Anthony J. Picente, Jr.
Oneida County Executive

C & S ENGINEERS, INC.

By:  Date: 2/1/16
Robert Duclos, P.E.
Senior Vice President

APPROVED

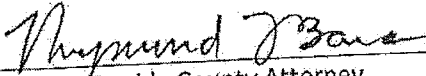
By:  Date: 02/10/16
Oneida County Attorney

Exhibit A
Scope of Services
Oneida County
Emergency Communications System Improvements Project
Program/Project Management Services

1.0 Project Scope

Oneida County (the County) will be undertaking a comprehensive improvement to its emergency communications system to enhance coverage and system performance within the county as well as improving interoperability with neighboring counties and emergency response agencies. The County has received a grant from the New York State Department of Homeland Security to assist with the implementation of the project. The County intends to construct a number of new communications facilities to improve performance of the existing system. A summary of the intended improvements is as follows:

- Construction of a 4 site VHF, digital, simulcast, trunked radio system including new hardware, infrastructure and subscriber units to cover the Cities of Rome and Utica.
- Conversion of 5 existing County radio sites to simulcast operation.
- Construction of a new digital licensed microwave network.
- 911 dispatch center and backup center improvements including new consoles.
- Coordinate with County's frequency licensing consultant to support system improvements.

The Program/Project Manager will report to the County's designated project coordinator and interface directly with the radio system vendors, contractors and other project stakeholders throughout the duration of the project. This section describes the Scope of Services to be provided as part of the Program/Project Manager responsibilities for an estimated duration of up to eighteen (18) months for the planning, design and construction phases of the project.

2.0 Pre-Design/Planning Phase Services

2.1 Project Kick-off Meeting

After receiving notice to proceed from the County, a workshop will be held with County staff and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by Consultant.

2.2 Review Existing Documentation

Prior to initiating activities, a review of existing documentation such as previous studies/reports, surveys, etc. will be performed to identify pertinent issues related to the project.

2.3 Program Review

Review the overall program for the project, the scope of work to be undertaken by the County, and advise the County on project needs.

2.4 Radio Frequency Licensing

Services to be performed by others.

2.5 Radio System Equipment Procurement

Assist County personnel purchase of radio and microwave system under NYS Contract pricing.

3.0 Design Phase Services

3.1 Design Project Kick-off Meeting

After implementation of a contract between the County and System Suppliers, a workshop will be held with County staff, the System Suppliers and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, scope of work, document distribution, and project schedule. Minutes of the meeting will be prepared by consultant.

3.2 Project Schedule

Develop in cooperation with the County and the System Suppliers a project schedule for design, construction and implementation of the project. Provide regular monitoring of the schedule as the project progresses and identify potential variances between scheduled and actual progress. Review the schedule for work not started, or incomplete, and recommend to the County and the System Suppliers, any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.

3.3 Design Review

Coordinate and participate with the County in review of designs during their development, advise on site use and improvements, selection of materials, building systems and equipment and methods of project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternative designs or materials, and review of preliminary budgets.

Coordinate Contract Documents preparation by the System Supplier with the County as they are being prepared, and recommend alternative solutions whenever design details effect construction feasibility, cost or schedules. Advise on the method to be used for

selecting Contractors and awarding Contracts. If separate Contracts are to be awarded, Project Manager, System Suppliers and the County will review the Drawings and Specifications and make recommendations as required to provide that (1) the work of the separate Contractors is coordinated, (2) requirements for the Project have been assigned to the appropriate separate Contract, and (3) proper coordination has been provided for phased construction.

Where the project dictates, investigate and recommend a schedule for the Owner's purchase of material and equipment requiring long lead time for procurement, and coordinate the schedule with early preparation of portions of the Contract Documents by the System Suppliers. When appropriate, expedite and coordinate delivery of these purchases.

3.4 Site Surveys

The Consultant shall retain the services of a licensed land surveyor to provide a FAA 1A coordinate certification for all tower locations where a survey or coordinate certification does not exist already. Where existing site plans or surveys are not available, perform a topographic survey of the existing installations for use in developing site development engineering drawings. Fee is based on providing services described above for 2 sites.

3.5 Geotechnical

For any sites where new towers are required, perform one (1) 60 foot deep soil boring at the proposed tower location and prepare a geotechnical report for the purpose of the tower foundation design. Geotechnical Report shall be stamped by an engineer licensed in the State of New York. Fee is based on providing services described above for 2 sites.

3.6 Site Development Plans and Specifications

For work not directly installed by the system suppliers, prepare engineering plans and specifications for construction and/or modification of the facilities previously listed. This shall include installation of new towers, equipment shelters, and electrical services where required. Plans and specifications shall be stamped by an engineer licensed in the State of New York and be suitable for public bidding.

3.7 Opinion of Probable Cost

Prepare for the County's information an independent opinion of probable Construction Cost which would be developed by using estimating techniques which anticipate the various elements of the project, and based on Design Development and Construction Documents prepared by the System Suppliers. Advise the County and the System Supplier if it appears that the Construction Cost may exceed the project budget and make recommendations for corrective action.

3.8 Advance Procured Materials

Assist County personnel with purchase of towers, equipment shelters and generators under previously existing municipal contracts (contracts to be identified by the County). Review technical specifications and shop drawings for procured materials including towers, equipment shelters and emergency generators as required.

3.9 Tower Structural Analyses

Perform structural analyses for all existing towers sites to determine adequacy of towers to support additional antenna loads. Antenna loading information/mounting locations shall be provided by the radio system vendor. Structural analyses shall be performed in accordance with ANSI EIA/TIA 222-G. Fee is based on providing services described above for 6 sites. Scope and fee does not include tower modification designs.

3.10 Site Acquisition/Leasing

Assist the County with development and negotiation of leases for privately owned tower sites as required.

4.0 Bidding/Procurement Phase Services

- Develop Bidder's interest in the Project and establish bidding schedules.
- Conduct pre-bid conferences (including tours of the project sites when warranted) to familiarize Bidders with the Bidding Documents.
- Coordinate the receipt of questions from Bidders and with the issuance of Addenda to the Bidding Documents.
- Assist the County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- Review all documents for compliance with Wicks Law, prevailing wage criteria and other applicable Federal and/or State procurement requirements.

5.0 Construction Phase Services

The Construction Phase will commence with the award of the initial Contract for Construction and will end when all change order, punch list work and system acceptance work is complete. During this phase, the following services will be provided as required:

- Provide supervisory, administrative, management and related services, as required, to coordinate work of the Contractors with each other as specified in the Contract Documents and with the County's objectives for cost, time and quality.
- Schedule and conduct pre-construction, construction and progress meetings with the Contractor, the System Suppliers and the County to discuss such matters as procedures, progress, cost, changes, problems and scheduling. Prepare and promptly distribute minutes of these meetings.
- Consistent with the Project Construction Schedule issued with the Bidding Documents and utilizing the Contractor's Construction Schedules, the Project Manager will update the Project Construction Schedule incorporating the activities of Contractors, assist the System Supplier and the Owner on the Project, including activity sequences and duration

and allocation of labor and materials, process Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. The Project Construction Schedule will be updated as required to show current conditions and revisions required by actual progress of construction activity.

- Provide regular monitoring of the schedule as construction progresses and identify potential variances between scheduled and actual progress. Review the schedules for work not started, or incomplete, and recommend to the County and the Contractor (s), any adjustments needed in the schedule to meet the probable completion date. Summary reports of each monitoring and change in schedule will be provided.
- Recommend courses of action to the County when Requirements of a Contract are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.
- Revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, develop cash flow reports and forecasts as needed, and assist the County in preparing periodic expenditure status and projection reports.
- Provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Identify variances between actual and budgeted or estimated costs, and advise the County whenever projected costs exceed budgets or estimates.
- Where required by the Contract Documents, review cost accounting records prepared by the System Suppliers and/or Contractors on authorized Work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Recommend and verify necessary or desirable Construction Contract changes, review requests for changes to the cost, and assist in negotiating proposals.
- Develop and implement procedures for the review and processing of Payment Applications by Suppliers/Contractors for progress and final payments. Review and approve all payment applications prior to submission to the County for review and approval.
- As requested, assist the County in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Verify that the County has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project and in obtaining the Certificate of Occupancy.
- Consult with the County if any Contractor/Supplier requests interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions which may arise.

- Receive Certificates of Insurance from the Contractors/Suppliers, review for Contract compliance, and forward them to the County.
- Coordinate review of all Shop Drawings, Product Data, Samples and other submittals from the Contractors and System Suppliers. Establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.
- Provide monitoring, oversight and coordination of construction activities. Fee proposal shall be based on the hours and duration identified in the fee proposal portion of this RFP.
- Maintain on a current basis: a record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record significant changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts or work on the Project.
- Assist in Procurement and facilitate/manage testing services. These testing services will be contracted directly with the County.
- Where authorized by the County, arrange for delivery and storage, protection and security for County-purchased materials where required, and systems and equipment which are a part of the Project, until such items are incorporated into the Project.
- When the Contractor/Supplier requests a Certificate of Substantial Completion, prepare in cooperation with the County, a list of incomplete or unsatisfactory items if any. The Project Manager and the County will conduct an inspection of the facilities with the Contractor/Suppliers. The Project Manager will then coordinate the correction and completion of the remaining work.
- Following the issuance of a Certificate of Substantial Completion for the project or designated portion thereof, evaluate the completion of the work of the Contractor/Suppliers and coordinate the final inspection of the work with the County. Obtain from the Contractor and transmit to the County required guarantees, affidavits, releases, bonds and waivers. Coordinate the delivery of all keys, manuals, record drawings and maintenance stocks to the County.
- Prepare As-Built/Record Drawings of the completed site installation based on contractor provided red line drawings and final inspection.

6.0 Post-Construction Phase Services

Coordinate the activities of the System Supplier and the Contractors to facilitate start-up of the constructed facilities. Activities will include coordination and review of operation and maintenance manuals prepared by the System Supplier and Contractor, review of detailed schedules for start-up of specific equipment, testing requirements, coordinating pre-startup

meetings with County staff, System Supplier and Contractors to facilitate a smooth transition and acceptance of the facility. In addition, Project Manager will define operation and maintenance manual requirements in conjunction with County for the project. The Project Manager will also facilitate training for County staff on new facilities. This will include organizing training programs, coordinating with the System Supplier, Contractor (s), and equipment suppliers to implement training activities and facilitate the training sessions as requested.

7.0 Other Services

- Oversee the organization of all the meetings necessary with all the users of the system to gain their input.
- Oversee the organization of monthly meetings as necessary with the County, Suppliers and Contractors to report on project progress.

8.0 Environmental Compliance Services

8.1 SEQRA/NEPA Compliance

Provide assistance to the County in fulfilling the requirements of SEQRA and NEPA based on the project being classified as a Type 1 Action under SEQR. Services to be performed are listed as follows:

SEQRA

- Identify potential involved agencies.
- Prepare Lead Agency correspondence.
- Prepare Long-Form EAF including required regulatory consultation letters and supporting documentation.
- Assist with preparation of Negative Declaration (assume no positive declaration or EIS).

NEPA

- Prepare FCC NEPA Checklist (2 new sites).
- Conduct tribal consultation as required by NEPA (2 new sites).
- Perform cultural/archeological assessments as required for NEPA completion (2 new sites).

**Exhibit B
Proposed Fee
Program/Project Management & Engineering Services
Oneida County Emergency Communications Project**



1. General Program/Project Management (18 months estimated duration)

Program Manager	5 hrs/week @	\$175.00/hr x 72 weeks	\$63,000
Administrative Assistant	2 hrs/week @	\$75.00/hr x 72 weeks	\$10,800
Subtotal			\$73,800

2. Preliminary & Final Design

A. Design Validation			\$7,500
B. FCC Licensing Support			\$0
C. Tower Structural Analyses (6)			\$13,200
D. Radio and Microwave System RFP Review			\$2,000
E. Towers, Shelters & Generator Bid Documents Review			\$2,000
F. Geotechnical Borings (1) & Reports (2 new sites assumed)			\$6,000
G. Cultural/Archaeological Study (2 new sites assumed)			\$6,000
H. Property Surveys (2 new sites assumed)			\$8,000
I. Engineering Plans and Specifications (4 new sites: 2 towers, 2 building)			\$50,000
J. SEQRA			\$10,000
K. NEPA Checklist (4 sites)			\$8,000
Subtotal			\$112,700

3. Procurement Phase

\$15,000

4. System Installation and Construction Management

Submittals Review			\$15,000
Periodic On-Site Inspections	6 hrs/week @	\$93.00/hr x 32 weeks	\$17,856
Subtotal			\$32,856

Total Basic Services per RFP

\$234,356

Optional Services-Other (if required)

Tower Climbing & Inventory (per site)			\$1,700
Tower Modification Design (per site)			\$2,500

Hourly Billing Rate Schedule

Title/Position	Personnel	Typ. Quals	Billing Rate (\$/hr.)
Program/Project Manager	R. Duclos	20+ yrs	\$ 175.00
Managing Engineer/Deputy Project Manager	E. Wright	20+ yrs	\$ 150.00
Senior Project Engineer	D. Bungler	15+ yrs	\$ 125.00
Project Engineer/Architect	S. Burdick	10+ yrs	\$ 110.00
Engineer/Architect	Various staff	5-10+ yrs	\$ 95.00
Construction Inspector	Various staff	5-10+ yrs	\$ 85.00
Cadd Designer	Various staff	5-10+ yrs	\$ 75.00
Administrative Assistant	Various staff	Varies	\$ 70.00

EXHIBIT C

CERTIFICATION OF CONSULTANT

I hereby certify that I am the duly authorized representative of the firm of C&S Engineers, Inc., a company organized under the laws of the State of New York, having their principal office for the transaction of business at 499 Col. Eileen Collins Blvd., Syracuse, NY 13212, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract, or
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than those named herein in connection with carrying out the Contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this contract shall be rendered null and void if subsequent to the date of this contract it is determined that a violation of such acts or regulations has occurred, and

I further acknowledge that this certificate is to be furnished to all agencies named in this contract and is subject to applicable State and Federal Laws, both criminal and civil.

Company: C & S Engineers, Inc.

By: 

Name: Robert Duclos, P.E.

Title: Senior Vice President

Date: 2/11/16

Attest: 

SUSAN GIORDANO
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4717800
My Commission Expires 11/31/19

Exhibit D

STANDARD ADDENDUM

THIS ADDENDUM, entered into on this 1 day of February, 2016, between the County of Oneida, hereinafter known as COUNTY, and C & S Engineers, Inc., hereinafter known as CONTRACTOR.

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

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

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

1. Executory or Non-Appropriation Clause.
 - a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.
2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.
 - a. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.
 - a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus,

Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:
- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
 - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

5. Non-Assignment Clause.

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

6. Worker's Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

- a. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The 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. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

- a. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

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

17. Audit

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

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


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

18. Certification of compliance with the Iran Divestment Act.

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.


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

COUNTY OF ONEIDA

By: 
Anthony J. Picente Jr.
Oneida County Executive

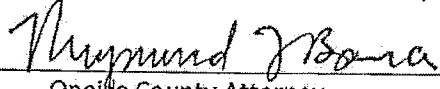
Date: 4/19/16

CONTRACTOR

By: 
Robert Duclos, P.E.
Senior Vice President

Date: 2/11/16

APPROVED

By: 
Oneida County Attorney

Date: 02/10/16

August 23, 2017

6. Approval of the extension of a lease renewal with The Adirondack Railway Preservation Society, Inc. at 321 Main Street, Utica. The original lease contains provision for a five (5) year renewal commencing January 1, 2018 and ending December 31, 2022. The proposed annual rate is \$6,081.60 for the first year with a 1.36% increase each year thereafter for a total revenue of \$31,246.42 over the life of the lease. Upon recommendation of Mark E. Laramie, P.E. A1740

Motion: Mr. Davis

Second: Mr. Fiorini

7. Award Bid Reference No. 1914, Nose Dock #786 Renovations, to One70 Group of Bronx, NY as the lowest qualified bidder in the amount of \$450,000.00. Upon recommendation of Mello Testa and Deputy Commissioner Chad Lawrence. H-488

Motion: Mr. Fiorini

Second: Mr. Davis

8. Award Bid Reference No. 1921, 2017 Ford F550 Super Duty 4 x 4 Regular Chassis, with Maplecrest Ford Lincoln of Vauxhall, NJ as the sole bidder in the amount of \$45,534.00. Upon recommendation of Steve Devan and Mello Testa.

Motion: Mr. Davis

Second: Mr. Fiorini

9. Approval of Change Order #1 with C&S Engineering in the amount of \$159,020.00 on the Oneida County Emergency Communications System Upgrade Project. The original contract amount was \$234,356.00 with the proposed amount to-date being \$393,376.00. Upon recommendation of Kevin Revere. H-533

Motion: Mr. Davis

Second: Mr. Fiorini

10. Approval of Change Order #1 and Final with Beebe Construction Services, Inc. (H17547GC01) in the amount of \$385,538.20 to relocate fuel tanks and install the new fuel island as well as remove existing asphalt on Building 45 Airside entrance road at Griffiss International Airport. Original contract amount was \$1,719,000.00 with the proposed final amount being \$2,104,538.20. Upon recommendation of Deputy Commissioner Chad Lawrence. H-547

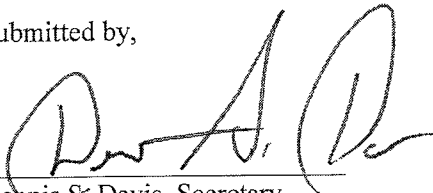
Motion: Mr. Fiorini

Second: Mr. Davis

Motion to Adjourn: Mr. Davis

Second: Mr. Fiorini

Submitted by,



Dennis S. Davis, Secretary
Board of Acquisition and Contract

ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

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

May 26, 2017

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

FN 20 17-343

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Anthony J. Picente, Jr.
County Executive

Date 9/12/17

Dear County Executive Picente:

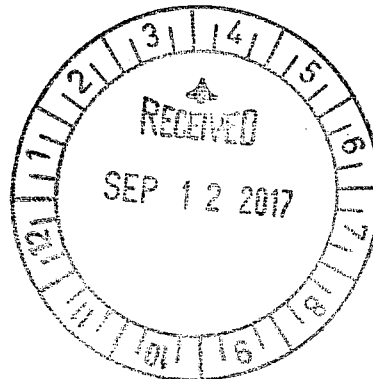
Earned income conditions may at times afford opportunities in holding temporary funds in obligations of the U.S. Treasury, and the State of New York. These investment opportunities require a safekeeping arrangement. A safekeeping agent will act as custodian for the receipt and delivery of the securities as approved by the Commissioner of Finance. This requires a delivery versus payment (DVP) arrangement whereby the securities are delivered to the safekeeping agent against payment. DVP also ensures that the securities are received and payment is made to the correct securities broker/dealer. Please find enclosed herein a custody account agreement with Wilmington Trust as safekeeping agent for this activity.

Wilmington Trust encompasses the trust and investment business of M&T Bank. As we discussed previously, the commercial deposit account will be with M&T Bank to accommodate the necessary banking requirements as well as the collateralization requirements of county deposits. Also enclosed herein please find a copy of the commercial deposit account request, data profile with M&T Securities, Inc., and a copy of the third party custodial agreement with M&T Bank and the Bank of New York Mellon.

Please forward this request to the Board of Legislators for their review. If you should have any questions or concerns, or should require additional information, please contact me at your earliest convenience.

Sincerely,

Anthony Carvelli



Oneida Co. Department: FINANCE

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Wilmington Trust, N.A.
c/o M&T Bank Corporation
101 South Salina Street
Syracuse, NY 13202

Title of Activity or Service:
Custody Account Agreement with Wilmington Trust
Commercial Deposit agreement with M&T Bank
Third Party custodial agreement with M&T Bank and the Bank of New York Mellon

Proposed Dates of Operation:
Begins on Execution until canceled by Commissioner of Finance

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services – Safekeeping agent will act as custodian for the receipt and delivery of the securities as approved by the Commissioner of Finance. A delivery versus payment (DVP) arrangement whereby the securities are received and payment is made to the correct securities broker/dealer.

2) Program/Service Objectives and Outcomes – Wilmington Trust encompasses the trust and investment business of M&T Bank. Commercial deposit account will be with M&T Bank for banking and collateralization requirements of county deposits. Also, a third party custodial agreement with M&T Bank and the Bank of New York Mellon.

3) Program Design and Staffing – N/A

Total Funding Requested: N/A **Account #**N/A

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

RECEIVED

AUG 18 2017

ONEIDA COUNTY
COMMISSIONER OF FINANCE



**THIRD PARTY CUSTODIAN AGREEMENT
(Collateralized Municipal Deposits)**

THIS AGREEMENT made and executed as of April 24, 2017 between
Oneida County ("**Local Government**"), Manufacturers and Traders Trust
Company ("**Bank**") and The Bank of New York Mellon ("**Custodian**").

WITNESSETH

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

L. Security Requirements.

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

(b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

(c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such Written or Oral Instructions consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the

M&T Bank Internal Use

Alt/Neg

Government - New York Third Party
Custodian Agreement - 02/10



substitution described in such notice unless the Local Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.

2. Custody of Eligible Collateral

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. Securities in the Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

(b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of Custodian that include only assets held by Custodian for its customers, and including but not limited to accounts in which Custodian acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide to the Local Government weekly and monthly statements reflecting the activity in the Account. Upon request, the Custodian shall also provide to the Local Government a daily statement on any Business Day on which Eligible Collateral is transferred to or from the Account.

(ii) Local Government agrees that it shall promptly review all statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent statements.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.

(e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written Instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys' fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. Representation and Warranties

(a) Representations of the Bank. The Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;
- (2) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;
- (3) all securities pledged pursuant to this Agreement are Eligible Collateral;
- (4) the Bank is a banking organization located and authorized to do business in the State of New York;
- (5) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;
- (2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government duly authorized to do so;
- (3) it will not transfer or assign its rights or interests in or with respect to any Eligible Collateral pledged pursuant to this Agreement, except as authorized pursuant to Section 3 of the Agreement;
- (4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

5. Concerning the Custodian.

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect

to questions of law, apply for and obtain the advice and opinion of counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion.

The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected,

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement. In no event shall Custodian be liable to Local Government, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) In performing hereunder, the Custodian may enter into subcontracts, agreements and understandings with third parties (including subsidiaries of The Bank of New York Mellon Corporation), whenever and on such terms and conditions as it deems necessary or appropriate. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to perform its valuation responsibilities hereunder, and the Bank and the Local Government agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service outside of Custodian's reasonable control, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

(h) Bank shall pay to Custodian the fees and charges as may be agreed upon from time to time. Local Government shall also reimburse Custodian for out of pocket expenses which are a normal incident of the services provided hereunder.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable

Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous.

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4th Floor, New York, New York 10286, Attn: BDS – Collateral Manager, or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at One M&T Plaza, Buffalo, New York 14240, attn: Office of General Counsel, or at such other place as the Bank may from time to time designate in writing.

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at 800 Park Ave 5th Floor, Utica NY 13501, or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(h) This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Local Government and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York in connection with any dispute arising hereunder. Bank, Local Government and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Local Government and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(i) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

8. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C"- attached hereto, as such Exhibit may be amended from time to time.

(d) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(e) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(f) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(g) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agree to a different amount in accordance with this Agreement.

(h) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(i) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(j) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.

(k) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(l) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(m) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(n) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(o) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poor's, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

(p) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(q) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section 1 of this Agreement.

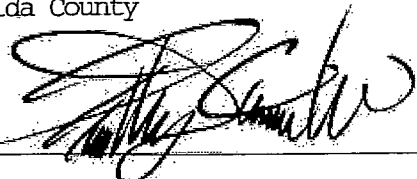
(r) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(s) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written,

[LOCAL GOVERNMENT]

Oneida County

By: 

Name & Title: Anthony Carvelli, Commissioner of Finance

Address: 800 Park Ave 5th Floor, Utica NY 13501

Phone: (315) 798-5750 Fax: (315) 735-8371

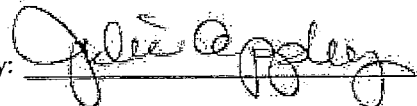
Email: acarvelli@ocgov.net

Tax ID: 15-6000460

Date: 04/24/2017

[BANK]

Manufacturers and Traders Trust Company

By: 


Name & Title: Julie Appley, Vice President

Address: 101 South Salina Street, Syracuse NY 13202

Phone: (315) 424-4422

Email: jsowers1@mtb.com

THE BANK OF NEW YORK MELLON

By: 

Title: 04/24/2017 John DiAgosini
Managing Director

BNY MELLON # ASSIGNED: 501101

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EXHIBIT A
Collateral Requirement

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section 1 of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

EXHIBIT B
Schedule of Eligible Collateral

Margin %

- | | | |
|------------|-------|--|
| <u>102</u> | (i) | Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation. |
| <u>102</u> | (iii) | Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty. |
| <u>102</u> | (iv) | Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys. |
| <u>102</u> | (xi) | Zero coupon obligations of the United States government marketed as "Treasury Strips." ^H |

Oneida County (Tax id 15-6000460)
BNY Mellon # 501101
Agreement signed by Anthony Carvelli, Commissioner of Finance
Agreement Date 4/24/2017
Accepted Securities listed above

See clean copy

EXHIBIT B
Schedule of Eligible Collateral

Margin %

- 102 (i) Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
- ~~102 (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.~~
- 102 (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- 102 (iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- ~~102 (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.~~
- ~~102 (vi) Obligations of Puerto Rico rated in the three highest rating categories by at least one nationally recognized statistical rating organization.~~
- ~~102 (vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in the three highest rating categories by at least one nationally recognized statistical rating organization.~~
- ~~102 (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.~~
- ~~102 (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by Federal bank regulatory agencies.~~
- ~~102 (x) Commercial paper and bankers' acceptances issued by a bank (other than the Bank), rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.~~
- 102 (xi) Zero coupon obligations of the United States government marketed as "Treasury strips".

Customer: Oneida County

Date: April 24, 2017

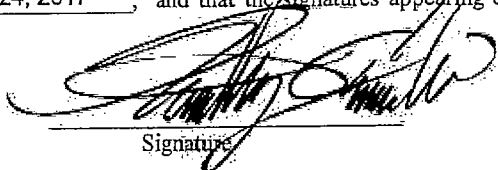
Authorized Signer: 

Print Name: Anthony Carvelli

(Must be same person that is signing page 8)


**EXHIBIT C
CERTIFICATE OF AUTHORIZED PERSONS
(Local Government - Oral and Written Instructions)**

The undersigned hereby certifies that he/she is the duly elected and acting Commissioner of Finance of Oneida County (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's County Legislature to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, Manufacturers and Traders Trust Company ("the Bank") and Custodian dated April 24, 2017, and that the signatures appearing opposite their names are true and correct:

<u>Anthony Carvelli</u> Name	<u>Commissioner of Finance</u> Title	 Signature
<u> </u> Name	<u> </u> Title	<u> </u> Signature
<u> </u> Name	<u> </u> Title	<u> </u> Signature
<u> </u> Name	<u> </u> Title	<u> </u> Signature
<u> </u> Name	<u> </u> Title	<u> </u> Signature
<u> </u> Name	<u> </u> Title	<u> </u> Signature




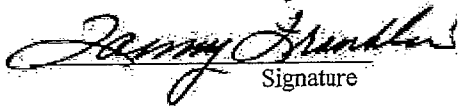
This certificate supersedes any certificate of authorized individuals you may currently have on file.

[seal]

Signature: 
Name & Title: Anthony Carvelli, Commissioner of Finance
Date: April 24, 2017
BNY Mellon # 501101


**CERTIFICATE OF AUTHORIZED PERSONS
(M&T Bank - Oral and Written Instructions)**

The undersigned hereby certifies that he/she is the duly elected and acting Banking Officer of Manufacturers and Traders Trust Company (the "Bank"), and further certifies that the following officers or employees of the Bank have been duly authorized in conformity with the Bank's Articles of Incorporation and By-Laws to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between ("the Bank"), Oneida County ("Local Government") and Custodian dated 4/24/2017, and that the signatures appearing opposite their names are true and correct:

<u>Sharon Terpin</u> Name	<u>Group Vice President</u> Title	<u></u> Signature
<u>Gina Chandler</u> Name	<u>Vice President</u> Title	<u></u> Signature
<u>Laurie G. Finn</u> Name	<u>Vice President</u> Title	<u></u> Signature
<u>Tammy Franklin</u> Name	<u>Banking Officer</u> Title	<u></u> Signature
<u> </u> Name	<u> </u> Title	<u> </u> Signature
<u> </u> Name	<u> </u> Title	<u> </u> Signature
<u> </u> Name	<u> </u> Title	<u> </u> Signature
<u> </u> Name	<u> </u> Title	<u> </u> Signature
<u> </u> Name	<u> </u> Title	<u> </u> Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[corporate seal]


 Tammy Franklin
 Title: Banking Officer
 WNY Government Banking

Date: 7/14/2017



RE: State of New York General Municipal Law, Section 10

Reference is made to the Tri-Party Security and Custodial Agreement dated April 24, 2017 among Oneida County ("Local Government"), Manufacturers and Traders Trust Company ("M&T Bank") and The Bank of New York Mellon ("Custodian") (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement

Effective immediately, it is the intention of M&T Bank to utilize Eligible Surety Bonds, priced at par, at a margin of 100% (the "Surety Bonds") as Eligible Collateral held at the Custodian and pledged to you. Pursuant to Section 1(a) of the Agreement, your prior approval is required in order to utilize Surety Bonds as Eligible Collateral. Upon your approval of this letter, Exhibit B "Schedule of Eligible Collateral" will be deemed amended to include such Surety Bonds. All other provisions of the Agreement shall remain in full force and effect.

Please indicate your approval to include the Surety Bonds as Eligible Collateral by signing the three copies of this letter and return them directly your Relationship Manager. Subsequently, this letter will be executed on behalf of M&T Bank and the Custodian and one fully executed copy will be returned to you for your files.

Please do not hesitate to contact your Relationship Manager if additional information is needed.

Sincerely,

Oneida County

Local Government Name

Signature

Anthony Carvelli, Commissioner of Finance

Print Name and Title

(315) 798-5750

Telephone Number

15-6000460

Tax ID #

Manufacturers and Traders Trust Company

Signature

Julie Appley, Vice President

Print Name and Title

(315) 424-4422

Telephone Number

Approved:

The Bank of New York Mellon

John DiAgostini
Managing Director

Local Gov't Account UID: 501101

Portfolio: DD (only I,III,IV,XI) w/LC & Surety





Reference is made to the Tri-Party Security and Custodial Agreement dated April 24, 2017 among Oneida County "Local Government", Manufacturers and Traders Trust Company ("M&T Bank") and The Bank of New York Mellon ("Custodian") (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement

Effective immediately, it is the intention of M&T Bank to utilize Eligible Irrevocable Letters of Credit issued by the Federal Home Loan Bank of New York, priced at par, at a margin of 100% (the "Letters of Credit") as Eligible Collateral in accordance with the provisions of Sec. 10 of the General Municipal Law of the State of New York. Pursuant to Section 1 of the Agreement, your prior approval is required in order to utilize Letters of Credit as Eligible Collateral. Upon your approval of this letter, Exhibit B "Schedule of Eligible Collateral" will be deemed amended to include such Letters of Credit. All other provisions of the Agreement shall remain in full force and effect.

Please indicate your approval to include the Irrevocable Letters of Credit issued by the Federal Home Loan Bank of New York as Eligible Collateral by signing three copies of this letter and return them directly your Relationship Manager. Subsequently, this letter will be executed on behalf of M&T Bank and the Custodian and one fully executed copy will be returned to you for your files.

Please do not hesitate to contact your relationship manager if additional information is needed.

Oneida County
Local Government

Manufacturers and Traders Trust Company

Signature

Signature

Anthony Carvelli, Commissioner of Finance

Julie Appley, Vice President

Print Name and Title

Print Name and Title

(315) 798-5750

(315) 735-8371

(315) 424-4422

Telephone Number

Fax Number

Telephone Number

15-6000460

04/24/17

Tax ID #

Date

Address: 800 Park Ave, 5th Floor

Utica, NY 13501

Approved: _____

The Bank of New York Mellon

John DiAgostini

Managing Director

Local Gov't Account UID: _____

CUSIP: 999999LC

M&T Bank Internal Use

Alt/Neg

Government - New York Letter of Credit Agreement - 02/10



Funds Transfer Agreement

Applicable M&T/WT Division:

- Wealth Advisory Services
 Retirement Plan Services
 Institutional Administrative Services
 GCM Custody

This Funds Transfer Agreement (together with all Schedules, Change Forms, and other documents incorporated herein under Section 49 below) (this "Agreement") is entered into by and between M&T/WT (as defined in Section 1 below) and the individual or entity with the associated TIN as designated in the signature block at the end of this Agreement as Client ("Client") as of the date last ascribed in the signature blocks at the end of this Agreement. M&T/WT and Client agree as follows:

Funds Transfer Agreement: Complete, sign and return this Funds Transfer Agreement to agree to the terms and conditions of this Funds Transfer Agreement (and all applicable Schedules thereof).

Schedule A (Authorized Instructors and Authorized Confirmers): Complete, sign and return Schedule A attached hereto to appoint Client's (a) Authorized Instructors and (b) Authorized Confirmers whom Client authorizes to deliver, and confirm, Client's Payment Orders, respectively.

Schedule B (Repetitive Template Set-Up Form): Complete, sign and return Schedule B attached hereto to set-up any repetitive wire and ACH templates for Payment Orders under this Agreement.

Schedule C (Standing Payment Orders): Complete, sign and return Schedule C attached hereto to deliver any Standing Payment Orders to M&T/WT.

Schedule D (Security Procedure Opt-Out): Complete, sign and return Schedule D attached hereto to opt-out and waive (i) the call-back security procedures for Payment Orders delivered to M&T/WT based on a repetitive wire and ACH template already set-up by Client under this Agreement or (ii) the email or facsimile confirmation for Payment Orders delivered to M&T/WT via the telephone to M&T/WT Representative wire and ACH initiation method described in Section 9(a)(ii) of this Agreement.

Schedule E (Remittance Transfers): If Client intends to transmit instructions to M&T/WT for Remittance Transfers, complete, sign and return Schedule E attached hereto regarding the Terms and Conditions for Remittance transfers.

Schedule F (Wire Telephone Transmitters): Complete, sign and return Schedule F attached hereto to appoint any Wire Telephone Transmitters whom Client authorizes to telephone the Payment Services Department (Wire Room) with a token device to deliver Payment Orders for M&T Bank deposit accounts under Section 9(b) of this Agreement.

Schedule G (ACH Debit Entries): Complete, sign and return Schedule G attached hereto to transmit instructions to M&T/WT to initiate ACH Debit Entries.

- Definitions.** Capitalized terms are defined elsewhere in this Agreement and the following terms have the following meanings: "Account" has the meaning given in Section 2 below. "ACH" means the Automated Clearing House. "ACH Credit Entry" means any credit Entry originated by Client (as originator) to debit an Account and transfer funds to a Receiver. "ACH Debit Entry" means any debit Entry originated by Client (as originator) to withdraw funds from a Receiver's account and credit funds to an Account. "ACH Operator" means a Federal Reserve Bank or private company that accepts ACH files from ODFIs, sorts and distributes ACH files to RDFIs and effects settlement between the financial institutions that are parties to the specific transactions. "ACH Rules" means, collectively, the ACH Operating Rules and Guidelines as published by NACHA that govern the transmission of ACH transactions, as amended, modified or updated from time to time. "ACH transaction" means an ACH Credit Entry or ACH Debit Entry. "Applicable Law" means any foreign, federal, state or local laws (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, court order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a governmental authority that is binding upon or applicable to a party, including the Uniform Commercial Code, the ACH Rules, the Unlawful Internet Gambling Enforcement Act, all anti-money laundering and Know Your Customer laws and regulations, including the Bank Secrecy Act, the USA Patriot Act and any law that is enforced or administered by, or M&T/WT economic sanctions implemented by regulations of, or screening required by regulations issued by, the Office of Foreign Assets Control ("OFAC"), and letters or guidelines issued by regulatory authorities. Applicable Laws also shall include any rules, guidelines and policies of a governmental authority and any regulations, rules and policies of NACHA used in connection with the Accounts. "Authorized Confirmer" means each individual who is authorized to receive a call-back verification on behalf of Client, as designated on Schedule A, or as designated from time to time on a Change Form for Schedule A, to authorize and confirm an already requested Payment Order. "Authorized Instructor" means each individual who is authorized to transmit Payment Orders

to M&T/WT on behalf of Client, as designated on Schedule A, or as designated from time to time on a Change Form for Schedule A. "Business Day" means 9am to 5pm E.T., Monday through Friday, but excluding Federal holidays and other days that any of the M&T/WT entities are legally permitted to be closed. "Change Form" means a M&T/WT form that can be used for Client and M&T/WT to agree to any changes to Schedules A, B, C, D or F. "Consumer Account" refers to an Account opened by Client who is a natural person and established primarily for personal, family or household purposes. "Correspondent" of M&T/WT means any other intermediary or recipient institution, agent or sub-agent thereof, ACH Operator, payment network or other third party involved in the transmission and/or receipt of a Funds Transfer. "Entry" means an order or request for the transfer of funds to the account of a Receiver (a ACH Credit Entry) or an order or request for the withdrawal of funds from the account of a Receiver (a ACH Debit Entry). "Foreign Funds Transfer" means a Funds Transfer associated with a Foreign Payment Order. "Foreign Payment Order" means any Payment Order that designates a recipient, recipient institution or other institution located outside of the United States of America. "Funds Transfer" means (i) a wire transfer of funds from an Account, (ii) a ACH Credit Entry or (iii) a ACH Debit Entry. "M&T" means M&T Bank. "M&T/WT" means, as the case may be and subject to Sections 3 and 4 below, M&T Bank, Wilmington Trust Company or Wilmington Trust, National Association. "M&T/WT Representative" means a representative of M&T/WT. "NACHA" means the National Automated Clearing House Association. "Originator" means the party that has authorized a ODFI (or Third Party Sender) to transmit a debit or credit Entry to a Receiver's account, as defined in the ACH Rules. "ODFI" means the Originating Depository Financial Institution, as defined in the ACH Rules. "Payment Order" means an instruction to initiate or originate a Funds Transfer. "Receiver" means the party that has authorized an Originator to debit or credit its account, as defined in the ACH Rules. "RDFI" means the Receiving Depository Financial Institution, as defined in the ACH Rules. "Repetitive Payment Order" means a series of Payment Orders from Account(s) that contain most of the same information (e.g., same beneficiary account) but each of which must be individually initiated by Client. "Remittance Transfer Laws" means the EFTA and Regulation E (Subpart B – Remittance Transfers), as the same may be amended from time to time. "Remittance Transfer" has the meaning given to that term in the Remittance Transfer Laws (i.e., an electronic transfer of funds from an Account that is a Consumer Account to a recipient in a foreign country). "Representative" of Client under this Agreement includes any individual that, from time to time, is an Authorized Instructor or an Authorized Confirmer and, in respect of a deposit account at M&T Bank, also shall include any individual that is an account owner, an attorney-in-fact of such account owner appointed under a power of attorney, authorized signer of such account and/or Wire Telephone Transmitter. "Security Procedures" means, for any Payment Order (and associated Funds Transfer), the security procedures described in Section 9 for each method of delivery of such Payment Orders described in Section 9, subject to this Agreement. "Schedule" means a M&T/WT form of Schedule to this Agreement (as the same may be amended pursuant to a Change Form for such Schedule). References to Schedule A in this Agreement shall include Schedule A1, if applicable. "Standing Payment Order" means a Payment Order requested by Client on a form or in a format approved by M&T/WT that authorizes and directs M&T/WT, without further instruction from any party, to automatically execute periodic Funds Transfers to be made at specified times and in specified amounts from an Account to any other account as prescribed in such Payment Order. "Third Party Sender" means a Third Party Sender, as defined in the ACH Rules. "UCC-4A" means, with respect to any jurisdiction, Uniform Commercial Code Article 4A – Funds Transfers. "USD" means United States Dollar. "Wire Telephone Transmitter" means an individual appointed by Client in Schedule F to transmit Payment Orders by telephone to M&T/WT's Payment Services Department (Wire Room) for a deposit account at M&T Bank. "WT" means Wilmington Trust Company or Wilmington Trust, National Association.

2. Application of Agreement.

- (a) This Agreement sets forth the terms and conditions pursuant to which M&T/WT may, in its discretion, provide Funds Transfer services (the "Services") to Client in respect of its Accounts, subject to this Section 2 below. The Service allows Client to (i) initiate wire transfers of funds from an Account, (ii) originate an ACH transaction to transfer funds from an Account (i.e., a ACH Credit Entry), or (iii) originate an ACH transaction to debit funds from another account and credit funds to an Account (i.e., a ACH Debit Entry). If Client wishes to originate ACH Debit Entries, Client also must complete, sign and return to M&T/WT a Schedule G to this Agreement. An ACH Credit Entry or ACH Debit Entry may be an 'on-us' Entry (i.e., an Entry created based on a Payment Order received from or on behalf of Client for credit of funds to an account at M&T/WT, where M&T/WT serves as both ODFI and RDFI) or not an 'on-us' Entry (i.e., an Entry created based on a Payment Order received from or on behalf of Client for credit of funds to an account at a financial institution other than M&T/WT, where M&T/WT serves as ODFI but not as RDFI or vice versa).
- (b) This Agreement shall not apply to a Funds Transfer any part of which is governed by the Electronic Funds Transfer Act (15 U.S.C. §§ 1693 et seq.) ("EFTA") and its implementing Regulation E (12 C.F.R. §§ 1005.1 et seq.) ("Regulation E"), as each may be amended from time to time, except if the Funds Transfer is a Remittance Transfer to which UCC-4A would apply under the applicable law of the State governing this Agreement (in which case, to the extent any provision of this Agreement conflicts with the Remittance Transfer Laws and cannot be varied by agreement of the parties, the Remittance Transfer Laws will control, but the remaining provisions of this Agreement will continue to apply). M&T/WT's Electronic Funds Transfer Disclosure and ACH Authorization Form shall apply to any Funds Transfer (other than such a Remittance Transfer) so governed by the EFTA and Regulation E.

(c) This Agreement shall govern the provision of Services by M&T/WT to Client from time to time in respect of any and all accounts (including investment management accounts, trust accounts, custody accounts, agency accounts, and, in respect of the Wealth Advisory Services division, deposit accounts at M&T Bank as described below) that Client maintains at M&T/WT, or that are maintained by M&T/WT (in whatever capacity for the benefit of Client), ("Accounts") in connection with services provided to Client by the following relevant division of M&T/WT as elected by Client on page 1 of this Agreement:

- Wealth Advisory Services – This division of M&T/WT provides trust, investment management, custody, agency, administrative, and other services to personal wealth clients, including but not limited to individuals, families, related business and investment entities, family offices, endowments and foundations, individual trustees and financial professionals. Such services may include accepting instructions initiated by Client through one of the methods described in this Agreement to wire transfer funds or remit an ACH transaction from a deposit account of such Client at M&T Bank. For the avoidance of doubt, such division shall not include the Private Banking division of M&T/WT (for which Client must sign a separate Funds Transfer Agreement for funds transfer instructions delivered to a Private Banker).
- Retirement Plan Services – This division of M&T/WT provides trustee, custodial, agency, and related services for qualified retirement plans, non-qualified deferred compensation plans and arrangements, employee welfare benefit plans, individual retirement accounts, and other benefit programs and arrangements of individuals, entities and governmental units and agencies.
- Institutional Administrative Services – This division of M&T/WT provides custody services to individual and institutional clients, other than custody services provided by the Wealth Advisory Services division, the Retirement Plan Services division, the GCM Custody division and the entity management division of the Institutional Administrative Services division.
- GCM Custody – This division of M&T/WT provides custody services to institutional clients relating to Global Capital Markets transactions, other than custody services provided by the Wealth Advisory Services division, the Retirement Plan Services division, the Institutional Administrative Services division and the entity management division of the Institutional Administrative Services division. The parties may, at any time, enter into a M&T/WT form of 'Account Listing Agreement for Funds Transfer Agreement' in order to agree to the specific Accounts to which this FTA shall apply in respect of the GCM Custody division.

3. **Funds Transfer Services.** M&T/WT's acceptance and processing of Payment Orders (and associated Funds Transfers) is subject to the terms and conditions contained in this Agreement. Notwithstanding anything else in this Agreement, Client hereby consents to M&T/WT completing, on Client's behalf, any Schedule or Change Form and, in such case, Client shall carefully review such Schedule or Change Form prior to signing and submitting it to M&T/WT to ensure the Schedule or Change Form accurately reflects Client's instructions to M&T/WT. If Client signs and submits any Schedule or Change Form to M&T/WT, Client represents and warrants that it accurately reflects Client's instructions to M&T/WT. Subject to Section 4 below, Client and M&T/WT agree that as between Client and M&T/WT: (a) M&T/WT shall be considered a "Bank" under UCC-4A for the purposes of this Agreement and Payment Orders delivered to M&T/WT hereunder and (b) the definition of "Bank" in UCC-4A shall be deemed to include each of the M&T/WT entities.

4. **ACH Transactions.** With respect to any ACH transactions under this Agreement:

- (a) As between Client and M&T/WT, the parties acknowledge and agree that for any Entries that M&T processes for Client: (i) M&T shall be the ODFI, (ii) WT shall be a Third Party Sender, and (iii) Client shall be an Originator. Client hereby authorizes M&T and WT to act in such capacities. If requested by Client and agreed to by M&T/WT, Client, and WT acting as its Third Party Sender, may process ACH transactions originated by Client. Client hereby authorizes M&T/WT to originate Entries on behalf of Client to Receiver's accounts, and to transmit and settle Entries and credit or debit Accounts for Entries that are received or transmitted by M&T/WT.
- (b) M&T/WT's acceptance of Payment Orders for ACH transactions is subject to the terms and conditions contained in this Agreement and the ACH Rules. Client agrees to be bound by the ACH Rules and agrees that it shall not originate any ACH transactions in violation of Applicable Law or the ACH Rules. M&T/WT may, from time to time, notify Client in writing of any restrictions on the type of Entries that may be originated (in which case, such notification shall be considered part of this Agreement). Each Payment Order given to M&T/WT for an ACH transaction constitutes Client's authorization to M&T/WT to execute such ACH transaction. M&T/WT has the right, at any time, to terminate or suspend this Agreement and the ability of Client to originate ACH transactions hereunder if Client breaches this Agreement, the ACH Rules or Applicable Law.
- (c) Client shall not (i) act as a Third Party Service Provider (as defined in the ACH Rules), a Third Party Sender or otherwise originate ACH transactions for or on behalf of any other party or (ii) retain a servicer or other party to perform any functions on behalf of Client as Client's agent (including any Third Party Service Provider), without the express prior written consent of M&T/WT. If such approval is given, (i) Client hereby represents and warrants that it shall monitor, assess and enforce limitations in respect of all Entries in accordance with the ACH Rules, (ii) any Payment Order received from a servicer as agent for Client will be conclusively deemed to have been authorized by Client for purposes of this Agreement, the ACH Rules and UCC-4A, (iii) M&T/WT may require Client to enter into or provide contracts or documents regarding that relationship, and (iv) M&T/WT may require Client to furnish M&T/WT with such additional information as required by M&T/WT in its sole discretion,

including to verify any the other parties for whom Client is originating ACH transactions and the nature of their business. Such information may include, without limitation, data: (i) regarding Client's financial condition; (ii) verifying Client's customers and the nature of their businesses; and (iii) sufficient for M&T/WT to determine whether Client is working with additional ODFIs.

- (d) With respect to each ACH transaction, Client is deemed to make to M&T/WT any representation or warranty regarding such ACH transaction that M&T/WT makes, under Applicable Law or the ACH Rules, to the RDFI, Receiver or any other person. Client shall ensure that any authorization provided by a Receiver to Client in respect of an ACH transaction expressly authorizes (i) M&T/WT to transmit corrective entries to Receiver's accounts in order to correct a prior Entry and (ii) Client to release to M&T/WT all information concerning the Receiver that is required by M&T/WT to correct or recover such ACH transaction. With respect to each ACH transaction transmitted to M&T/WT, Client also represents and warrants that: (i) Client has taken all actions and satisfied all conditions that are required under the ACH Rules in order to originate the Entry; (ii) the designated Receiver has properly authorized the Entry in accordance with the ACH Rules and the crediting or debiting of its account, as applicable, in the amount and on the date (if any) shown on such Entry; and (iii) each authorization is in effect at the time of execution of the Entry by M&T/WT, and was not revoked or terminated, in whole or part; (iv) the Entry complies with all Applicable Laws and the ACH Rules, including, without limitation, the provisions of the ACH Rules requiring delivery of notice to counterparties that payment of an Entry by an RDFI to the Receiver is provisional and subject to refund unless the RDFI receives final settlement for such Entry. For each Entry, the foregoing warranties will be effective as of the time the relevant Entry is processed by M&T/WT.
- (e) Client agrees that it will retain any customer authorizations and records on which Entries are based (in accordance with the ACH Rules) for at least seven (7) years after termination of the respective authorization. Client shall, upon M&T/WT's request, promptly furnish to M&T/WT such Entry data and other customer authorizations and documents subject to such retention requirements. Client shall comply with the error resolution provisions of the EFTA and its implementing Regulation E for Entries from or to consumer accounts.
5. **Delivery of Payment Orders.** Client may deliver Payment Orders (including a Standing Payment Order) to M&T/WT by any of the funds transfer initiation methods chosen by Client in Section 9 and, in any such case, elects to use the Security Procedures associated with those methods as set forth in Section 9 below. Subject to and in accordance with this Agreement, M&T/WT may, in its sole discretion, accept any Payment Order received from Client or any of its Authorized Instructors (or, if applicable, Wire Telephone Transmitters). If M&T/WT informs Client of any 'value date' or estimated date that a Funds Transfer may arrive at the recipient institution or recipient account (or, in respect of ACH Debit Entries, arrive at M&T/WT or an Account), Client understands that such information is an estimate only and provided in good faith by M&T/WT with information available at the time of the Payment Order, and M&T/WT provides no promise or guarantee that the Funds Transfer will be deposited in the recipient's account by that date (or, in respect of ACH Debit Entries, will be deposited into an Account by that date).
6. **Repetitive Payment Orders.** If Client wishes to establish a template for Repetitive Payment Orders, Client must complete, sign and return to M&T/WT one or more Schedule B forms to this Agreement. If Client wishes to add or remove any of those templates, Client must complete, sign and return to M&T/WT a Change Form for Schedule B.
7. **Standing Payment Orders.** If Client wishes to deliver a Standing Payment Order, Client must complete, sign and return to M&T/WT one or more Schedule C forms to this Agreement. If Client wishes to add or remove a Standing Payment Order, Client must complete, sign and return to M&T/WT a Change Form for Schedule C.
8. **Client's Instructions.** Client is solely responsible for the accuracy and completeness of any and all instructions (including Payment Orders) and information provided to M&T/WT in connection with this Agreement. Client is bound by and responsible for all acts and omissions of its Representatives (including in connection with the transmission and confirmation of Payment Orders to M&T/WT), whether or not such Representative is acting within the scope of his/her authority and whether or not Client may have authorized or known of such acts or omissions. M&T/WT shall have no duty or obligation to inquire into a person's authority. Notwithstanding anything else in this Agreement, but subject to Applicable Laws, (i) M&T/WT shall not incur any liability to anyone in connection with an action taken, or not taken, in accordance with an instruction (including Payment Order) of Client or its Representative, (ii) M&T/WT is conclusively authorized to follow and rely upon any and all signatures and/or instructions believed by it, in good faith, to be genuine and to have been signed or sent by the proper person, (iii) M&T/WT shall not incur any liability to anyone in connection with an action taken, or not taken, in reliance in good faith on such signatures or instructions and (iv) M&T/WT is not liable or responsible for good faith errors, including resulting from a misunderstanding of any telephone, written or other instruction. M&T/WT will rely on Client's selection of Security Procedures, designation of its Representatives and other instructions in connection with this Agreement until M&T/WT actually receives written notice of any change and has a reasonable time to act on such notice. Client's instructions and authorizations set forth herein or in connection herewith supersede and replace any and all instructions and authorizations that it may have previously given to M&T/WT in regard to such matters, whether set forth in a previously executed agreement or in any other written notice or communication. All such previous instructions and authorizations shall be of no further force or effect. M&T/WT will be deemed to have acted in good faith and without negligence, gross negligence, misconduct or willful misconduct in connection with any Payment Order (or associated Funds Transfer) that Client is bound by or liable for hereunder.

9. **Payment Order Delivery Methods and Security Procedures.** Client acknowledges and agrees that (i) subject to this Section 9, Client has elected and chosen the Security Procedures associated with each Payment Order delivery method used by Client under this Agreement and (ii) given Client's particular circumstances; including the nature of Client's business (if applicable), the size, type and frequency of Client's Payment Orders, transactions and files, Client's internal procedures and systems, the alternative security procedures offered by M&T/WT and the security procedures in general use by other customers and banks similarly situated, the Security Procedures are a commercially reasonable method intended to assure that unauthorized Payment Orders are not honored by M&T/WT. Client may transmit Payment Orders using any of the methods selected by Client as set forth below (as may be amended from time to time by M&T/WT in accordance with this Agreement) and, in any such case, elects to use the applicable Security Procedures associated with such method. If Client is a customer of M&T Bank, M&T/WT hereby advises Client to initiate Funds Transfers through M&T/WT's Payment Services Department (Wire Room) in respect of deposit accounts. If Client does not check the box for Section 9(b) below, Client acknowledges that it has refused to use the Security Procedures described in Section 9(b) below. If Client uses any of the methods for delivering Payment Orders as described in Section 9(a) below, Client agrees that it has refused to use the Security Procedures described in Section 9(b) below or the Security Procedures for the other methods described in Section 9(a) below. Client hereby chooses the following Security Procedures:

(a) Email, Telephone, Mail, Facsimile or In-Person to M&T/WT Representative

If Client elects this Payment Order delivery method, any of Client's Authorized Instructors may deliver a Payment Order to M&T/WT via email, telephone, mail, facsimile or in-person to an M&T/WT Representative as described in this Section 9(a) below.

(i) Email to M&T/WT Representative

An Authorized Instructor of Client may deliver a Payment Order to M&T/WT by (i) sending an email to an M&T/WT Representative with such information as required by M&T/WT in its sole discretion, or (ii) completing and emailing to M&T/WT an M&T/WT Funds Transfer instruction form with such information as required by M&T/WT in its sole discretion. Such information should include the dollar amount of the Funds Transfer (if relevant), the Account that will be debited, the recipient account name and number and recipient institution name and identifier number that will be credited, the date of the requested Funds Transfer and such other information as M&T/WT may need to comply with the ACH Rules. Email transmissions must be delivered to M&T/WT's email address provided by M&T/WT to Client. M&T/WT will review the email to verify that (i) the name of the person purporting to deliver the Payment Order to M&T/WT is an Authorized Instructor and (ii) the email appears to have been sent to M&T/WT from an email address for the Authorized Instructor on file with M&T/WT (or from an email address for a person authorized under Schedule A (or a Change Form) to email the Payment Order to M&T/WT on behalf of the Authorized Instructor). M&T/WT will then make a telephone call to an Authorized Confirmer (which Representative may be the same person as the Authorized Instructor who delivered the Payment Order instruction to M&T/WT) at the telephone number for such person according to M&T/WT's records to obtain oral confirmation of the authenticity of the requested Payment Order. If M&T/WT is unable to obtain oral confirmation of the authenticity of the requested Payment Order, M&T/WT will not initiate the Funds Transfer associated with such Payment Order and shall have no liability to Client for any consequences that may arise out of failure to initiate the Payment Order. Other than reviewing the email transmission as noted above and the aforementioned call-back verification, M&T/WT will have no duty to verify that the Authorized Instructor who purportedly delivered the Payment Order actually did so, or that the account information is correct. Client acknowledges and agrees that the above email security procedures are commercially reasonable for the transmission of Payment Orders to M&T/WT and for verifying the authenticity of a Payment Order received by M&T/WT via email apparently from Client.

(ii) Telephone to M&T/WT Representative

An Authorized Instructor of Client may deliver a Payment Order to M&T/WT by telephoning an M&T/WT Representative. The Authorized Instructor must provide to M&T/WT such information as required by M&T/WT in its sole discretion (which information should include the dollar amount of the Funds Transfer (if relevant), the Account that will be debited, the recipient account name and number and recipient institution name and identifier number that will be credited, the date of the requested Funds Transfer, and such other information as M&T/WT may need to comply with the ACH Rules). The M&T/WT Representative will compare the name given by the caller to the names of Client's Authorized Instructors to verify that such person appears to be, according to M&T/WT's records, an Authorized Instructor. Other than with respect to Remittance Transfers, M&T/WT will then confirm the telephone instructions via email or facsimile confirmation as follows: (i) M&T/WT will request that an email or facsimile be sent to M&T/WT delineating the requested details of the Payment Order, or (ii) M&T/WT may note the details of the Payment Order and send it to Client via email or facsimile for Client's confirmation. In the latter method, where M&T/WT sends the email or facsimile to Client, unless the telephone call from the Authorized Instructor was made on a recorded line, a reply e-mail or facsimile from Client confirming the accuracy of the Payment Order must be returned. M&T/WT will then make a telephone call to an Authorized Confirmer (which Representative may be the same person as the Authorized Instructor who called the M&T/WT Representative to deliver the Payment Order) at the telephone number for such person according to M&T/WT's records to obtain oral confirmation of the authenticity of the requested Payment Order. If M&T/WT is unable to obtain oral confirmation of the authenticity of the requested Payment Order, M&T/WT will not initiate the Funds Transfer associated with such Payment Order and shall have no liability to Client for any consequences that

may arise out of failure to initiate the Payment Order. Other than verifying the name of the caller and the aforementioned verification procedures, M&T/WT will have no duty to verify that the Authorized Instructor who purportedly provided the Payment Order instruction via telephone to the M&T/WT Representative actually did so, or that the account information is correct. Client acknowledges and agrees that the above telephone security procedures are commercially reasonable for the transmission of Payment Orders to M&T/WT and for verifying the authenticity of a Payment Order received by M&T/WT via telephone to an M&T/WT Representative apparently from Client. This Payment Order delivery method is not available through the Retirement Plan Services division and the GCM Custody division, and also may not be available through some other business line divisions as notified by M&T/WT.

(iii) Mail or Facsimile to M&T/WT Representative

An Authorized Instructor may deliver a Payment Order to M&T/WT by (i) mailing or sending a facsimile to an M&T/WT Representative with such information as required by M&T/WT in its sole discretion, or (ii) completing and mailing or faxing to M&T/WT an M&T/WT Funds Transfer Instruction form with such information as required by M&T/WT in its sole discretion. Such information should include the dollar amount of the Funds Transfer (if relevant), the Account that will be debited, the recipient account name and number and recipient institution name and identifier number that will be credited, the date of the requested Funds Transfer and such other information as M&T/WT may need to comply with the ACH Rules. Mail and facsimile transmissions must be delivered to M&T/WT's mailing or facsimile address provided by M&T/WT to Client. M&T/WT will review the instruction so delivered and will compare the name and signature of the person identified on the instruction to the name and signature of an Authorized Instructor to verify that such person's name and signature appears to be, according to M&T/WT's records, the same as an Authorized Instructor. M&T/WT will then make a telephone call to an Authorized Confirmer (which Representative may be the same person as the Authorized Instructor identified on the instruction) at the telephone number for such Authorized Confirmer according to M&T/WT's records to obtain oral confirmation of the authenticity of the requested Payment Order. If M&T/WT is unable to obtain oral confirmation of the authenticity of the requested Payment Order, M&T/WT will not initiate the Funds Transfer associated with such Payment Order and shall have no liability to Client for any consequences that may arise out of failure to initiate the Payment Order. Other than reviewing the mail or facsimile transmission as noted above and the aforementioned call-back verification, M&T/WT will have no duty to verify that the Authorized Instructor who purportedly sent the facsimile instruction actually did so, or that the account information is correct. Client acknowledges and agrees that the above mail or facsimile security procedures are commercially reasonable for the transmission of Payment Orders to M&T/WT and for verifying the authenticity of a Payment Order received by M&T/WT via mail or facsimile apparently from Client.

(iv) In-Person to M&T/WT Representative

An Authorized Instructor of Client may deliver a Payment Order in-person to M&T/WT. Such Payment Order shall be in such form as required by M&T/WT. M&T/WT will review the name of the person presenting the Payment Order to verify that such person's name appears to be, according to M&T/WT's records, the same as the name of an Authorized Instructor. M&T/WT shall then review the person's government issued identification to verify that the name and signature of the person on such government issued identification appears to be, according to such identification, the same as the name and signature on the Payment Order delivered to M&T/WT. If the government issued identification does not confirm the identity of the presenter, then M&T/WT will not initiate the Funds Transfer associated with such Payment Order and shall have no liability to Client for any consequences that may arise out of failure to initiate the Payment Order. Other than the aforementioned procedures, M&T/WT will have no duty to verify that the person who purportedly provided the Payment Order to M&T/WT actually did so, or that the account information is correct. Client acknowledges and agrees that the aforementioned procedures are commercially reasonable for the transmission of Payment Orders to M&T/WT and for verifying the authenticity of a Payment Order received by M&T/WT in-person apparently from Client. This Payment Order delivery method is not available through the Retirement Plan Services division, and also may not be available through some other business line divisions as notified by M&T/WT.

(b) Telephone to Payment Services Department (Wire Room) – for deposit accounts at M&T Bank only

If Client elects this Payment Order delivery method, Client may deliver a Payment Order to M&T Bank by telephoning M&T Bank's Payment Services Department (Wire Room) at the telephone number that M&T Bank provides to Client. M&T Bank will provide a token device for each individual who is appointed as a Wire Telephone Transmitter under Schedule F. That token device must be used each time a Wire Telephone Transmitter delivers a Payment Order from an Account of Client under this Agreement by telephoning M&T Bank's Payment Services Department. Other than obtaining the token device number from the caller, M&T Bank will have no duty to verify that the Representative who purportedly telephoned the Payment Services Department actually did so, or that the account information is correct. Client acknowledges and agrees that these telephone security procedures are commercially reasonable for the transmission of Payment Orders to M&T Bank and for verifying the authenticity of a Payment Order received by M&T Bank via telephoning the Payment Services Department apparently from Client. This funds transfer method is only available to Client with respect to deposit Accounts at M&T Bank.

10. Binding Effect. M&T/WT is authorized to execute, and Client expressly agrees to be bound by, any Payment Order (and associated Funds Transfer), whether or not authorized, issued in Client's name that is accepted by M&T/WT in accordance with the Security

Procedures, and to debit the relevant Account for the amount of the requested Payment Order. Notwithstanding anything else in this Agreement or otherwise, Client is liable and responsible for any Payment Order (and associated Funds Transfer) that is authorized by or on behalf of Client or for which Client is otherwise bound under the law of agency, whether or not the Security Procedures were followed.

- 11. Security Procedures Do Not Detect Errors.** The Security Procedures are not designed to, and do not, detect errors in the transmission or content of any Payment Order purportedly provided to M&T/WT from Client. M&T/WT shall not be responsible for detecting an error in any Payment Order, regardless of whether Client believes that the error was apparent, and M&T/WT shall not be liable for any failure to detect an error.
- 12. Client Changing Security Procedures.** Client may change its election of Security Procedures made under this Agreement by executing and delivering to M&T/WT an Amendment to Funds Transfer Agreement in a form provided by M&T/WT. M&T/WT shall be entitled to a reasonable time to update its records and to implement any changes requested by Client on any Amendment to Funds Transfer Agreement.
- 13. M&T/WT Changes to Security Procedures.** M&T/WT may, at any time, change, implement and require new or additional Security Procedures or features thereof. Any such change will be effective immediately if such change will not have a material adverse effect on Client's use of the Services described in this Agreement (as determined by M&T/WT in its reasonable discretion) and, otherwise, will be effective on the date indicated in a notice to Client. If Client delivers a Payment Order for which those changed Security Procedures are used, Client will be bound by such change and will be deemed to have agreed to such changed Security Procedures (and to have agreed that such changed Security Procedures are a commercially reasonable method of providing security against unauthorized Payment Orders). If Client does not agree to those changed Security Procedures, Client must not deliver to M&T/WT any Payment Orders for which those changed Security Procedures are applicable.
- 14. Additional Security Options.** In addition to the Security Procedures, M&T may, at its sole option, but without obligation of any kind, use any other additional security options to help verify the authenticity of a Payment Order. Notwithstanding any other provision hereof, M&T reserves the right to call back Client or any of its Representatives by telephone to verify any Payment Order that M&T receives via any means and to reject any Payment Order that M&T cannot verify to its satisfaction. Regardless of whether or not M&T implements or requires any additional procedures, Client acknowledges and agrees that the Security Procedures are commercially reasonable for verifying the authenticity of a Payment Order received by M&T purportedly from Client.
- 15. Authorized Instructors and Authorized Confirmers.** Client shall complete, sign and return to M&T/WT Schedule A of this Agreement to appoint and to set forth the contact information and specimen signature of each Authorized Instructor and Authorized Confirmer under this Agreement. Client may, at any time, request M&T/WT to add or remove an Authorized Instructor or Authorized Confirmer (or update any such person's information on Schedule A) by signing and submitting to M&T/WT a Change Form for Schedule A with those changes. Client hereby represents and warrants that, with respect to an Account under this Agreement, each Representative, acting alone, has full power and authority to act on behalf of Client under this Agreement, including, with respect to Authorized Instructors, to transmit Payment Orders to M&T/WT for the transfer of funds from an Account and, with respect to Authorized Confirmers, to confirm the authenticity of any Payment Order so transmitted to M&T/WT. Such power and authority shall apply, notwithstanding that such Representative may not be an account owner and/or authorized signer of such Account. To the extent of any inconsistency between the election of Authorized Instructors and Authorized Confirmers authorized to act under this Agreement, and the election of individuals authorized to act under the terms of any Underlying Agreements, the elections made under this Agreement shall prevail and M&T/WT shall be entitled to act on the instructions of the Authorized Instructors and Authorized Confirmers appointed hereunder. Client understands that, with respect to deposit accounts at M&T Bank, M&T/WT has the right to require that only an account owner (or an attorney-in-fact of any such account owner appointed under a power of attorney) or authorized signer of the account deliver Payment Orders to M&T/WT, and that M&T/WT may require Client to update Schedules A and/or F with the names and details of such account owners, attorneys-in-fact or authorized signers prior to M&T/WT processing such Payment Order. If, under Schedule A, Client authorizes M&T/WT to accept the emailed Payment Order from an email address of a person other than an Authorized Instructor, M&T/WT shall be entitled to rely on such email and Client shall be fully liable and responsible for the delivery of the Payment Order from such email address as if delivered from the Authorized Instructor.
- 16. Wire Telephone Transmitters.** If Client chooses method (b) in Section 9 above (Telephone call to Payment Services Department (Wire Room)), Client hereby appoints or, if applicable, confirms the continued appointment of, each individual named on Schedule F as a Wire Telephone Transmitter of Client in respect of the applicable deposit account(s) listed in Schedule F, for purposes of this Agreement. Client may, at any time, request M&T/WT to add or remove any Wire Telephone Transmitter (or update any such person's information on Schedule F) by signing and submitting to M&T/WT a Change Form for Schedule F with those changes. Client hereby represents and warrants that each Wire Telephone Transmitter, acting alone, shall have full power and authority to act on behalf of Client under this Agreement with respect to any and all deposit accounts for which method (b) in Section 9 may apply, including to transmit Payment Orders to M&T/WT for the transfer of funds from any such deposit accounts.

17. Change Forms. If Client wishes to change any elections, information or instructions in Schedules A, B, C, D or F, Client must complete, sign and submit to M&T/WT a Change Form for such Schedule with those changes. A Change Form shall not be effective until M&T/WT has signed such Change Form. M&T/WT shall have a reasonable time to act to update its records and to implement the changes on such Change Form. Client represents and warrants to M&T/WT, each time a Change Form is signed and submitted to M&T/WT, that it has full power and authority to update the Change Form and to sign and submit it to M&T/WT on behalf of Client.

18. Electronic Transmissions to M&T/WT. With respect to any email that Client sends to M&T/WT attaching or containing the details of a Payment Order or other confidential or sensitive Client Information, M&T/WT advises against Client sending such email to M&T/WT other than via a secured means. Client agrees that all ACH transactions that involve the exchange or transmission of banking information to M&T/WT via an unsecured electronic network shall be encrypted or transmitted via a secure session, using a commercially reasonable security technology that, at a minimum, is currently equivalent to 128-bit RC4 encryption technology under the ACH Rules. To help Client send its email to M&T/WT secured, if M&T/WT has already sent to Client a secured email, Client may be able to (i) click the 'reply' button within the secured email that M&T/WT sent to Client, and (ii) then send a reply email to M&T/WT (without copying any additional recipients to that reply email) (provided that Client's system being used supports M&T/WT's secured email system). Client can request M&T/WT to send a secured email to it so that Client can follow the aforementioned procedures. Alternatively, Client may use its own secured means to send emails to M&T/WT. Client understands that the Internet is inherently insecure and Client bears the sole risk that any email could be corrupted, monitored, intercepted, re-routed, modified, copied, garbled or hacked or its confidentiality breached by a third party and the risk that M&T/WT may rely on such email, which appears to be from Client but which is unauthorized, and that such reliance may result in loss. Although using a secured email may help reduce such risks, M&T/WT does not provide any guarantee that the use of secured emails will eliminate such risks. M&T/WT will have no responsibility for confirming that Client is using a secured means to send an email to M&T/WT. Client should not send to M&T/WT any email, whether or not secured, if Client is not comfortable with such risk. Instead, Client should send to M&T/WT its Payment Order or Instructions by another means. M&T/WT strongly recommends that Client delete any copies of emails containing the details of Payment Orders or other confidential or sensitive Client information from Client's email system.

19. Client Security and Errors.

- (a) Client is responsible for maintaining the confidentiality of all token devices, passwords, user IDs, personal identification numbers ("PINs"), encryption devices, test keys, and other elements of Security Procedures, for entrusting them only to those of its Representatives who have a need to know them, and for changing passwords, user IDs, PINs and any other elements frequently and, in addition, immediately upon any change in Representative. Client shall notify M&T/WT as soon as possible upon discovering any breach or apparent breach of security.
- (b) Client shall monitor its Accounts on a regular basis and promptly review any periodic Account statement and/or any other notice or confirmation reflecting a Funds Transfer that is provided to Client. Further, Client shall promptly (and, in any event, within any time frame set forth in any relevant Underlying Agreement) notify M&T/WT of any known or suspected unauthorized, erroneous or erroneously executed transaction or reconciliation discrepancy. If Client fails to timely notify M&T/WT of any such error in the execution of a Payment Order, M&T/WT is not liable to Client for interest on any amount for which the Client may be entitled to a refund as the result of the error. Client shall notify M&T/WT of non-receipt of a regular Account statement (and failure to notify M&T/WT of non-receipt within 30 calendar days of the regular mailing date for any statement shall constitute Client's approval and acceptance of the statement).
- (c) Client shall regularly and, in any event, on an annual basis, review its Representatives to ensure that those individuals are still fully authorized to (as the case may be) deliver and/or confirm Payment Orders to M&T/WT on Client's behalf under this Agreement. Client also shall regularly monitor such Individuals' access to and use of its Accounts to ensure all transactions and amounts debited from an Account are legitimate and authorized. If Client is not an individual, Client shall terminate any Representative (in such manner as prescribed by M&T/WT) prior to or immediately upon such individual leaving Client's employment (or otherwise no longer being authorized to deliver and/or confirm Payment Orders to M&T/WT on Client's behalf, as the case may be). Client must implement and maintain effective internal policies and procedures to avoid fraud and the unauthorized access of information and to ensure its Representatives only deliver or confirm Payment Orders to M&T/WT hereunder as duly authorized and within the limits of his/her permission or authority. Subject to Section A1 (if applicable), M&T/WT is not responsible if any of Client's Representatives exceed the limits of his/her authority or permission rights or if unauthorized personnel deliver or confirm Payment Orders to M&T/WT through the use of the Security Procedures.
- (d) M&T/WT has the right to audit Client's compliance with this Agreement and the ACH Rules. Client agrees to comply with all audit requirements under the ACH Rules, and agrees to provide proof of compliance therewith.

20. Notice of Reliance on Numbers (Not Names). Client should carefully review and verify all information regarding its Payment Order, including the account number of the person or entity to whom Client is sending the Funds Transfer (i.e., the designated recipient or Receiver) and the unique identifier associated with the recipient Institution (i.e., the recipient institution identifier). It is important that all such information is complete and accurate. In executing a Payment Order, M&T/WT and each Correspondent will be

entitled to rely exclusively on the recipient account number and recipient institution Identifier provided in the Payment Order (notwithstanding that such numbers may not match the name of the recipient or recipient institution). If Client provides M&T/WT with an incorrect recipient account number or recipient institution Identifier, the Funds Transfer may be deposited into, or withdrawn from, an account of someone other than Client's intended designated recipient. Client shall be solely liable for the amount that M&T/WT transfers to any recipient account number provided in the Payment Order, or for any liability arising as a result of withdrawing funds from the incorrect account. IF CLIENT PROVIDES AN INCORRECT ACCOUNT NUMBER OR RECIPIENT INSTITUTION IDENTIFIER, CLIENT COULD LOSE THE PAYMENT ORDER AMOUNT.

- 21. Cut-Off Time.** Subject to M&T/WT's rights elsewhere in this Agreement, M&T/WT will use reasonable efforts to accept and execute a Payment Order on the Business Day on which it is received, *provided* it is received before M&T/WT's relevant cut-off deadline for delivery of Payment Orders.
- 22. Subject to Sufficient Funds in Account.** With respect to Payment Orders for any Funds Transfer (other than a ACH Debit Entry), Client must have immediately available funds in the Account sufficient to cover the full amount of the Payment Order prior to the time that the Funds Transfer is to be transmitted by M&T/WT. If it does not, M&T/WT may, in its sole discretion, choose to not execute such Payment Order and M&T/WT will have no liability to Client or any other party for failing to do so. M&T/WT is not obligated to process any such Payment Order, even if M&T/WT has done so in the past, without having first received full payment of the Payment Order amount by Client, but, if M&T/WT does, the outstanding amount is immediately due and payable by Client to M&T/WT without notice or demand and Client is liable for any overdraft or insufficient funds fee and interest for each Funds Transfer presented against unavailable funds. If the available balance in such Account is sufficient to permit the execution of some, but not all, Payment Orders received and verified by M&T/WT at one time, with other debits to the Account, M&T/WT will determine in its sole discretion which debits to execute, without liability to M&T/WT. Credit for incoming Funds Transfers is provisional and may not be available in time to cover outgoing Funds Transfers on the same Business Day. Client understands that a receiving bank or RDFI may not give its customer credit of funds until it receives final settlement or payment of the funds from M&T/WT. If settlement or payment is not received by the RDFI, Client will be deemed to not have made a payment of such funds.
- 23. Request for an Amendment or Cancellation.**
- (a) Subject to subsection (b) below, once Client provides to M&T/WT a Payment Order, Client cannot cancel or amend the Payment Order. If Client requests such cancellation or amendment, (i) M&T/WT may assist Client in attempting to so cancel or amend the Payment Order, however, M&T/WT has no duty to do so and M&T/WT makes no representation or warranty as to its ability to do so, (ii) M&T/WT may impose requirements, in its sole discretion, to process a requested amendment or cancellation (including, without limitation, authentication procedures), and (iii) Client will bear the cost of any taxes, fees or other losses incurred in connection with any attempted or actual cancellation or amendment, which amounts may be debited from an Account, deducted from the Payment Order amount or otherwise payable by Client. M&T/WT shall not be liable for any loss arising in connection with any failure to cancel or amend any Payment Order after it is provided to M&T/WT. Section 25 below will apply in respect of any returned Funds Transfer amount following a requested cancellation.
 - (b) Client may direct M&T/WT to initiate a reversing Entry within the time and in the manner prescribed by the ACH Rules and, in such case, Client agrees to reimburse M&T/WT for all costs and expenses incurred by implementing a reversing Entry, including all costs associated with the indemnification provisions of the ACH Rules.
- 24. Right to Reject.** M&T/WT may reject a requested Payment Order for any reason in its sole discretion and without prior notice, including, without limitation, if M&T/WT doubts its authorization, contents, origination or compliance with, or completion of, the Security Procedures. Without limitation, M&T/WT has no obligation to execute a Payment Order, or associated Funds Transfer (i) against unavailable or insufficient funds in the Account, (ii) which M&T/WT is not able to authenticate to its satisfaction, (iii) which is incomplete or incorrect, (iv) which M&T/WT believes would constitute a violation of any applicable agreement, this Agreement, the ACH Rules or applicable laws, (v) if M&T/WT suspects fraud or illegal activity, (vi) which does not conform to M&T/WT's format requirements or (vii) if M&T/WT believes that the Payment Order is likely to put M&T/WT at risk of any loss. M&T/WT is not liable for any losses arising from the rejection of any Payment Order. If a Payment Order is rejected for any reason, it is Client's responsibility to correct the Payment Order and resubmit it to M&T/WT.
- 25. Return of Funds Transfer.** This Section 25 applies if the Payment Order amount is returned to M&T/WT for any reason, including, as a result of Client requesting cancellation of the Payment Order, cancellation by operation of law, a Correspondent rejecting, reversing or returning the Payment Order or Funds Transfer amount, or for any reason under the ACH Rules or applicable law. M&T/WT has no obligation to re-transmit a returned or reversed Payment Order. If the Funds Transfer amount has not been paid to the recipient and M&T/WT has received, in full, the Funds Transfer amount, then, subject to applicable law, M&T/WT will refund to Client the face amount of the Funds Transfer less M&T/WT's fees and expenses as well as any fees, expenses and taxes of any Correspondent and any U.S. or foreign government agencies, as the case may be. When any funds to be refunded to Client are in a foreign currency, M&T/WT will, in its sole discretion, (i) remit USD at M&T/WT's buying rate for such currency after the date of refund of the funds to M&T/WT, or (ii) hold such foreign currency for the account and sole risk of Client. In no event shall M&T/WT be under any obligation to make any refund to Client on account of a Funds Transfer when the funds have not been returned in full to M&T/WT.

- 26. Payment Networks, Correspondents and Funds Transfer System Rules.** M&T/WT may execute a Funds Transfer using any payment network, Correspondent or route as M&T/WT determines is appropriate in its sole discretion. M&T/WT has no obligation to use a particular payment network, Correspondent or route, even if requested by Client. M&T/WT may use any Correspondent without regard to the Other Charges that may be charged by such Correspondent. M&T/WT's ability to execute a Funds Transfer is subject to the funds transfer system rules and by the funds transfer system capabilities of each Correspondent. Notice of receipt by the recipient of the Funds Transfer in any form, if received by M&T/WT from any other Correspondent, shall be conclusive proof of payment to the recipient. Once the Funds Transfer amount is accepted by another Correspondent, it is that Correspondent's responsibility to pay the funds to the recipient and complete the Funds Transfer, and M&T/WT will no longer have any control over the funds. M&T/WT shall not be liable for any Losses arising from any delays, or failure to process, by any Correspondent or for the acts or omissions of any third party.
- 27. Accounting Corrections.** M&T/WT reserves the right to reverse any erroneous credit or debit to an Account and to reverse any provisional credit or debit that cannot be confirmed as final.
- 28. Disclosure of Information.** Subject to applicable privacy laws, M&T/WT may report or make information available to regulatory agencies, law enforcement officials and/or other third parties concerning any Funds Transfer, or Payment Order as M&T/WT reasonably believes is necessary or appropriate.
- 29. Underlying Agreements.** M&T/WT and Client may be a party to a trust agreement, custody agreement, investment management agreement, agency agreement, deposit account agreement and/or other agreement relating to the Accounts and/or other services provided by M&T/WT (together, the "Underlying Agreement"). In such case, such Accounts and/or other services shall be subject to such Underlying Agreement; *provided* that, to the extent of any inconsistency between the provisions of the Underlying Agreements and the provisions of this Agreement with respect to any Payment Order, Funds Transfer, and/or Service hereunder, the provisions of this Agreement shall prevail.
- 30. No Other Representations.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, M&T/WT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES DESCRIBED IN THIS AGREEMENT.
- 31. Compliance with Applicable Laws.** Client represents and warrants to M&T/WT, as of the date of this Agreement and as of the date of each Payment Order, that all aspects of the transaction in which each Payment Order (and associated Funds Transfer) is to be used or relates is in compliance with all Applicable Laws.
- 32. Liability and Indemnification.** Notwithstanding anything else in this Agreement, to the extent M&T/WT is held liable for an unauthorized Payment Order under UCC-4A (as modified by this Agreement), M&T/WT shall be liable only to the extent provided by UCC-4A in respect of such unauthorized Payment Order. To the maximum extent permitted by Applicable Law (i) Client hereby releases, indemnifies, defends (if M&T/WT, in its sole discretion, elects to have Client defend) and holds harmless M&T/WT from and against any and all claims, causes of actions, demands, suits, proceedings, losses, liabilities, injuries, costs, expenses and other damages of whatever nature whatsoever (including reasonable attorney, expert and professional advisor fees and disbursements and court costs), whether involving a direct claim and/or a third party claim, ("Losses") which directly or indirectly arise from or in connection with this Agreement, the Services, any Payment Order or Funds Transfer (including any Payment Order initiated by Client in violation of this Agreement, M&T/WT dishonoring a returned ACH Debit Entry, and any liability, fines or fees assessed against M&T/WT in connection with an ACH Rules violation by M&T/WT that is, in turn, attributable to Client's instructions, acts or omissions), except to the extent caused directly by M&T/WT's gross negligence or willful misconduct and (ii) M&T/WT's liability and Client's sole remedy for any and all Losses which directly or indirectly arise from or in connection with this Agreement, the Services, any Payment Order, or Funds Transfer shall be limited to monetary damages equal to the amount of Funds Transfer service fees that Client pays to M&T/WT under this Agreement in respect of such claim for Loss. In no event shall M&T/WT be liable for any consequential, indirect, punitive, exemplary or special Loss of any kind howsoever caused (including loss of profits, goodwill and business interruption) in connection with this Agreement, the Services, a Payment Order or Funds Transfer. If Client fails to fulfil its obligations under this provision, such obligations shall include any reasonable attorney fees and expenses incurred by M&T/WT in enforcing such obligations. This provision survives termination of this Agreement and the execution date of any Funds Transfer.
- 33. Force Majeure and Sanctions Screening.** To the extent permitted by Applicable Law, M&T/WT is not responsible or liable for any error, interruption, delay or failure in transmission occasioned by any circumstances beyond M&T/WT's reasonable control, including any discrepancies or ambiguity in any Payment Order, funds transfer system unavailability, including NACHA, Client's failure to comply with the Security Procedures or to respond to any attempted verification of Client or a Payment order, an act of God, act of terrorism, weather, failure of power, other utilities or communication media, strikes, industrial sabotage, war, governmental interference, any error, delay, insolvency or unavailability of any other Correspondent. M&T/WT also is not responsible or liable for any delay in processing a Funds Transfer or making funds available to the recipient, including if related to M&T/WT's or another Correspondent's fraud and/or sanctions screening procedures or compliance with the Bank Secrecy Act (31 U.S.C. 5311 et seq.), OFAC requirements (31 C.F.R. Chapter X) or other similar laws or regulatory requirements, as they may be amended from time to time.

34. Foreign Funds Transfers.

- (a) Any Foreign Payment Order may be converted into a currency other than the denominated currency of the Account by a Correspondent, regardless of the Payment Order Instructions that Client provides to M&T/WT. If Client requests M&T/WT to execute the Foreign Payment Order in a foreign currency, the rate of exchange will be the rate determined under Section 35 below. If Client does not request M&T/WT to execute the Foreign Payment Order in a foreign currency, the rate of exchange will be a rate determined by the Correspondent, or a rate set by the government of the foreign country, any subdivision thereof, or its central bank, as the case may be, unless the recipient or Client arranges otherwise directly with the Correspondent.
- (b) Client assumes and bears all transactional, sovereign and other risks incurred in connection with Foreign Payment Orders and Foreign Funds Transfers, including, without limitation, time-zone delays, and fluctuation in exchange rates in connection with any return or re-conversion of a Foreign Funds Transfer, and devaluation risks. M&T/WT acts as Client's agent when transmitting Foreign Funds Transfers, whether by S.W.I.F.T., telex, telegraphic cable, wireless, foreign government telegraphic service, telephone, mail or otherwise.
- (c) Foreign Payment Orders (and associated Foreign Funds Transfers) are subject, without limitation, to banking and regulatory practices, laws, rules, regulations and restrictions of (i) foreign governments and foreign payment systems, (ii) U.S. government and U.S. payment systems, (iii) telecommunications networks, and (iv) any Correspondents. M&T/WT may be required to comply with applicable trade restrictions and embargoes as well as currency and exchange regulations and Client will reimburse M&T/WT for any costs incurred by M&T/WT in assisting with such compliance.

35. Funds Transfers Requested in Foreign Currency. This Section 35 applies to Payment Orders requested by Client in a currency other than the denominated currency of the Account: (a) Client may request a Foreign Payment Order in a currency other than the denominated currency of the Account by any of the Funds Transfer initiation methods offered by M&T/WT and elected by Client under Section 9 above. (b) If Client maintains its Account in a non-USD currency, M&T/WT will execute Payment Orders from that Account in that same currency without exchange in accordance with Client's instructions. (c) If Client maintains its Account in USD currency, M&T/WT will debit the Account for the requested foreign currency Payment Order in USD and then apply an exchange rate to that USD amount to convert it into a foreign currency Payment Order amount. Information regarding the applicable exchange rate will be provided to Client at the time Client delivers the Payment Order to M&T/WT. (d) The exchange rate applied to a Funds Transfer is based on the interbank exchange rate for large transaction sizes (typically \$5 million and higher) between banks with similar credit ratings, and includes an amount retained by M&T/WT (and/or its Correspondent) within that rate for exchanging the currency, including to account for the timing differences and potential market movements as smaller trade sizes are accumulated before being transacted in the interbank market. (e) M&T/WT has the right to rely on Client's statement in its Payment Order as to the currency in which it wishes to send the Funds Transfer. (f) If Client's statement as to such currency is incorrect (e.g., if Client requests that M&T/WT send the Funds Transfer in a particular foreign currency, but the recipient's account is in a different currency) and a Correspondent carries out a currency conversion after M&T/WT sends the Funds Transfer, M&T/WT will not be liable or responsible for any error in the information that M&T/WT provides to Client concerning the applicable exchange rate and the amount of funds to be received by the recipient. Client understands that, in such circumstances, a Correspondent may, without limitation, reject the Funds Transfer or convert the Funds Transfer into a currency other than the currency requested by Client in the Payment Order. (g) If the Correspondent rejects the Funds Transfer and refunds the Funds Transfer amount to M&T/WT, Section 25 above applies. If the Correspondent converts the Funds Transfer into a different currency, the rate of exchange will be a rate determined by the Correspondent, or a rate set by the government of the foreign country, any subdivision thereof, or its central bank, as the case may be, unless the recipient or Client arranges otherwise directly with the Correspondent.

36. Fees, Taxes and Expenses.

- (a) Client shall pay M&T/WT's Funds Transfer service fees as in effect from time to time and reimburse M&T/WT for any expenses and/or taxes incurred by M&T/WT in connection with executing a Payment Order or receiving a Funds Transfer. Such fees, expenses and/or taxes may be debited from the Account, deducted from the Funds Transfer amount or otherwise payable by Client.
- (b) In addition, Client understands and agrees that other fees, charges, foreign exchange commissions, interest, expenses and/or taxes (collectively, "Other Charges") may be charged or collected by other Correspondents and M&T/WT and foreign government agencies in connection with the processing, execution, acceptance, transmission and/or receipt of any Payment Order or associated Funds Transfer hereunder. Those Other Charges may vary from time to time, and may be deducted from the principal amount of any Funds Transfer amount, debited from the Account, debited from the recipient account and/or otherwise be payable by Client. ACCORDINGLY, THE AMOUNT RECEIVED BY THE RECIPIENT OF A PAYMENT ORDER MAY BE LESS THAN THE ORIGINAL PAYMENT ORDER AMOUNT AS A RESULT OF ANY SUCH OTHER CHARGES. With respect to Payment Orders requested by Client from an Account that is not a Consumer Account, M&T/WT may receive a portion of any such Other Charges, including as a rebate, revenue share, commission, or other payment. M&T/WT has no obligation to determine or advise Client of the amount of any Other Charges, even if M&T/WT has actual knowledge of, or receives a portion of, any Other Charges (or, with respect to a Payment Order requested by Client from an Account that is not a Consumer Account, receives a

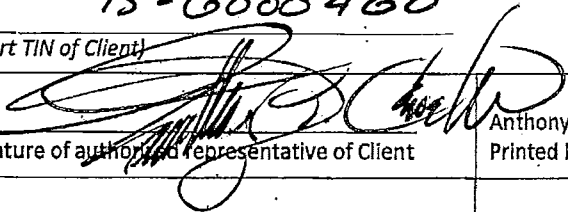
portion of any Other Charges). M&T/WT has no obligation to route a Payment Order through any particular Correspondent, and M&T/WT may route a Payment Order through a Correspondent that charges higher Other Charges than those charged by other Correspondents.

- 37. No Course of Dealing.** M&T/WT is under no obligation to accept a Payment Order and M&T/WT's acceptance of a Payment Order, and its execution of the associated Funds Transfer, shall not create, or be construed to establish, a course of dealing in any way obligating M&T/WT to accept any other Payment Orders using the methods described in this Agreement.
- 38. Representations and Warranties.** Client represents and warrants to M&T/WT, each time a Payment Order is provided to M&T/WT, that the Representative delivering that Payment Order to M&T/WT on behalf of Client is duly authorized to execute and deliver the Payment Order to M&T/WT, and to bind Client to this Agreement. Client represents and warrants, as of the date this Agreement is entered into and throughout its effective term, that: (a) if Client is an entity, it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained; and (e) Client's execution of and fulfilling its obligations hereunder are not in violation of any Applicable Law, court order and does not constitute a breach of any agreement to which it is subject. Client agrees to cooperate with M&T/WT fully to facilitate M&T/WT's adherence to guidance provided by any regulatory body, including, but not limited to, the Office of the Comptroller of the Currency, including guidance concerning risk management of Payment Orders. For this purpose, Client agrees that M&T/WT may mandate specific internal controls at Client's locations, audit Client's operations and/or request additional information. M&T/WT may restrict either Client's Initiation or re-Initiation, or apply certain risk management rules at M&T/WT's discretion. M&T/WT may monitor, assess and enforce limitations on Initiation and return activity.
- 39. Term and Termination.** This Agreement is not enforceable unless signed by M&T/WT and Client hereto. This Agreement shall commence and be effective on the last date ascribed within the signature blocks at the end of this Agreement; *provided* that Services will not commence hereunder until such time as M&T/WT has received from Client and has had a reasonable time to act upon all relevant Schedules, documentation and other information it requires in respect of the Services. Client may terminate this Agreement, for any reason, upon providing prior written notice to M&T/WT. Client's notice of termination to M&T/WT will not be effective until M&T/WT has had a reasonable time to act upon Client's notice. M&T/WT may terminate this Agreement upon providing at least thirty (30) days' prior written notice to Client. Nonetheless, M&T/WT may terminate this Agreement immediately in the event that, in M&T/WT's sole business judgment, termination is appropriate. Appropriate reasons for termination without notice include, without limitation: (i) the requirements of any Applicable Law, court order or regulator, (ii) Client's breach of any term, condition, warranty, representation or obligation in this Agreement or any other agreement with M&T/WT, (iii) M&T/WT's reasonable belief that fraudulent, illegal, dishonest or unauthorized activity has occurred or is reasonably likely to occur with respect to any Payment Order, Funds Transfer, (iv) Client makes an assignment for the benefit of any creditor; (v) Client enters into a compromise agreement with its creditor or files a voluntary petition in bankruptcy, (vi) an involuntary bankruptcy petition is filed against Client, (vii) Client is unable, or admits, its inability to pay its obligations as they become due, (viii) M&T/WT determines, in its reasonable discretion, that Client's financial status is impaired, or (ix) M&T/WT's reasonable belief that its performance hereunder creates a risk of financial or reputational loss for M&T/WT or may result in an unacceptable credit exposure to M&T/WT. Termination of this Agreement is in addition to any other rights and remedies of M&T/WT under Applicable Law or this Agreement, and does not release Client from any of its obligations that arose or became effective prior to such termination, including payment of all fees, taxes and charges payable by Client under this Agreement. Any Payment Order delivered or Funds Transfers initiated prior to the effective date of termination of this Agreement will not be affected by termination and will continue to be subject to this Agreement.
- 40. Amendments.** This Agreement may not be amended orally or by course of conduct by either party. No amendment to this Agreement shall be effective unless it is approved in writing by M&T/WT. M&T/WT may change the terms and conditions in this Agreement at any time by providing written notice of the change to Client. Such notice may be provided by any means, including by electronic means.
- 41. Telephonic Recording.** M&T/WT may rely on oral instructions and telephonic instructions which M&T/WT in good faith believe to be from Client. Client hereby authorizes M&T/WT to record telephone conversations, although M&T/WT has no duty to do so.
- 42. Miscellaneous.** (a) This Agreement (and, if relevant, the Underlying Agreements) as amended from time to time in accordance herewith (and therewith) constitute the entire agreement between the parties in relation to their subject matter and supersede any prior or contemporaneous written or oral agreement, understanding, arrangement, communication or representation between the parties with respect to the subject matter hereof and thereof. This Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the parties or by any other prior performance between the parties to this Agreement or otherwise. With respect to a Payment Order, Funds Transfer and/or Service relating to an Account hereunder, this Agreement shall be governed by (i) (A) in respect of an Account that is a trust account offered by the Wealth Advisory Services division as elected on Page 1 above, the law of the place of administration of the trust at the time this Agreement is executed by

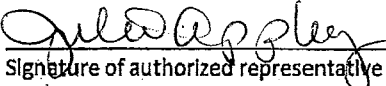
the parties and (B) in respect of any other Account, the laws of the State as set forth in the Underlying Agreement to which that Payment Order, Funds Transfer, and/or Service relates (or, if no such State is set forth in the Underlying Agreement, to the State where Client maintains its principal other Account), in the case of both (A) and (B) without reference to its principles of conflict of laws, (ii) applicable federal Laws and (iii) such funds transfer system rules and international conventions as may not be modified by private agreement or by State law. In any action or other legal proceeding relating to this Agreement, Client consents to the jurisdiction of any State or federal court located in the place or State as determined above for the governing law applicable to this Agreement, even if the action or legal proceeding relates to a transaction that involves a Funds Transfer to or from an Account that Client maintains with M&T/WT elsewhere. In any such action or legal proceeding, a copy of this Agreement and other funds transfer records kept by M&T/WT in the normal course of its business may be entered in evidence as an original. (b) Any action or proceeding by Client to enforce any obligation, duty or right under this Agreement must be commenced within one year from the date that such cause of action accrues.

43. **Severability.** Any provision of this Agreement determined by a court of final jurisdiction to be unenforceable shall be deemed amended to the extent necessary to be consistent with any Applicable Law, and the remaining provisions shall remain in effect.
44. **Waiver.** No failure, partial exercise or delay by M&T/WT in exercising any of its rights or remedies shall constitute a waiver of any of them or require notice for subsequent exercise at any time of any of M&T/WT's rights or remedies.
45. **Assignment; Binding Effect.** Client may not assign its rights, interests or obligations under this Agreement without the prior written consent of M&T/WT, provided this Agreement will be binding on and enforceable by the parties and their respective successors and permitted assigns. M&T/WT may assign its rights, interests or obligations hereunder by written notice to Client.
46. **Headings.** Section headings are not part of this Agreement. The singular includes the plural, and vice versa, in this Agreement.
47. **Notices.** All notices to M&T/WT in connection with this Agreement shall be directed to M&T/WT at the address and to the attention of the authorized representative of M&T/WT who signed this Agreement. All notices to Client in connection with this Agreement shall be directed to Client at the most recent address listed in the records of M&T/WT. Notices shall be given by nationally recognized overnight courier in which case notice shall be deemed to have been received on the delivery date recorded by such courier. If notice is given by U.S. Postal Service, it must be sent prepaid, first class and shall be deemed to have been received on the third day after mailing. No other form of notice shall be permissible hereunder.
48. **Terminology.** Any reference made in this Agreement to a statute or statutory provision shall mean such statute or statutory provision as it has been amended through the date which the particular portion of this Agreement is to take effect, or to any successor statute or statutory provision relating to the same subject as the statutory provision so referred to in this Agreement, and to any then applicable rules or regulations promulgated thereunder. References to any agreement, schedule, form or other document are to that document as amended, modified or supplemented from time to time in accordance with the terms thereof.
49. **Conflicts.** In the event of a conflict between any provisions in the documents that form part of this Agreement and the Underlying Agreement, the order of precedence shall be (i) the Amendment to Funds Transfer Agreement (to change Client's election of Security Procedures) (if entered into by the parties), (ii) the Account Listing Agreement for Funds Transfer Agreement (if entered into by the parties), (iii) this Funds Transfer Agreement, (iv) the Schedules, as amended by any Change Forms and (v) if applicable, the Underlying Agreement. The Amendment to Funds Transfer Agreement (to change Client's election of Security Procedures), Account Listing Agreement for Funds Transfer Agreement, Schedules and Change Forms shall be incorporated into and form a part of this Agreement. In no event shall this Agreement be construed more strongly against one party solely because such party acted as the primary drafter hereof. This Agreement shall, for all purposes, be presumed to have been jointly prepared and drafted.
50. **No Joint Venture.** The relationship of M&T/WT, on the one hand, and Client, on the other hand, under this Agreement is that of independent contractors and nothing herein or otherwise shall be deemed to create a partnership, joint venture or similar relationship between the parties, and neither shall be deemed to be an agent of the other except to the extent expressly provided in this Agreement.
51. **Counterparts.** This Agreement, including the Amendment to Funds Transfer Agreement (to change Client's election of Security Procedures), the Account Listing Agreement for Funds Transfer Agreement, Schedules and Change Forms, may be signed by the parties in counterparts (including facsimile copies), each of which shall be deemed an original with the same effect as if the signatures were upon the same document.
52. **Waiver of Jury Trial.** M&T/WT AND CLIENT IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT.
53. **M&T/WT Entity.** If more than one M&T/WT entity is a party to this Agreement, with respect to a particular Payment Order, Funds Transfer and/or Service hereunder, only the M&T/WT entity to whom Client delivered the Payment Order shall be considered a party to this Agreement in respect thereof and, subject to and in accordance with the provisions hereof, responsible and liable hereunder. The M&T/WT entities that are parties to this Agreement shall be severally liable, and shall not be joint and severally liable hereunder.

54. **Representations by Signer of Agreement.** The person signing this Agreement on behalf of Client below hereby represents and warrants to M&T/WT that: (i) she/he is a duly authorized representative of Client and is fully authorized to enter into this Agreement on behalf of, and to legally bind, Client and (ii) she/he is an account owner, authorized signer or other duly authorized representative of Client for all Accounts under this Agreement. M&T/WT's reliance and actions taken based on the foregoing representations and warranties (or any other representations or warranties in this Agreement) do not constitute negligence, gross negligence, misconduct or willful misconduct.

CLIENT: Onelda County, New York (insert full client name)		
TIN: <u>15-6000460</u> (insert TIN of Client)	Date: <u>5-26-17</u>	
 Signature of authorized representative of Client	Anthony R Carvelli Printed Name	Commissioner of Finance Title (if relevant)
_____ Signature of authorized representative of Client (if applicable)	_____ Printed Name	_____ Title (if relevant)
800 Park Avenue, 5 th Floor, Utica, NY 13501 Street Address (P.O. Box is NOT acceptable):		

M&T/WT (as defined above):

 Signature of authorized representative of M&T/WT	<u>Julie Appley</u> Printed Name	<u>Vice President</u> Title
Date: _____		

Internal Use Only:

- Section 9(a) and/or 9(b) (election of funds transfer methods/security procedures) elections checked
- Signed by the Client him/herself or, if Client is an entity, by a representative of Client per relevant board resolutions/certificate of incumbency on file (if relevant).

Reviewed by (name): _____

Signature: _____

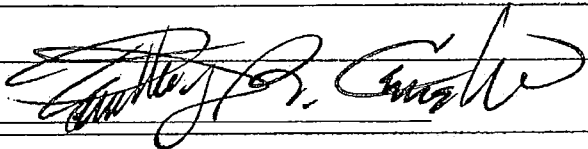
Date: _____

**Schedule A1
To Funds Transfer Agreement
(Authorized Instructors and Authorized Confirmer)**

Applicable M&T/WT Division: Institutional Administrative Services

This Schedule A1 to Funds Transfer Agreement (this "Schedule") is made by and between M&T/WT (as defined in the FTA) (hereinafter "M&T/WT") and the individual or entity with the associated TIN as designated in the signature block at the end of this Schedule as Client ("Client") as of the date last ascribed in the signature blocks at the end of this Schedule. The parties agree as follows:

- Funds Transfer Agreement.** This Schedule is Schedule A1 to the Funds Transfer Agreement dated _____ (the "FTA"), by and between the parties to this Schedule. Unless otherwise defined herein, all capitalized terms defined in the FTA shall have the same meanings herein as ascribed to such terms in the FTA.
- Authorized Instructors & Authorized Confirmer.** Client hereby (i) designates each of the following persons as Client's Authorized Instructors and/or Authorized Confirmer, as indicated below, for purposes of the FTA and (ii) confirms that the contact information and specimen signature of each such person as set forth below is true and correct:

Name (print):	Anthony R Carvell	
Specimen Signature (required):		
Title (if relevant):	Commissioner of Finance	
Social Security Number (optional):	_____	
Date of Birth (required):	11-4-56	
Country of Citizenship (required):	United States	
Country of Residence (required):	United States	
Type of Representative (required): <i>Check all that apply</i>	<input checked="" type="checkbox"/> Authorized Instructor	<input checked="" type="checkbox"/> Authorized Confirmer
Accounts (required):	<input checked="" type="radio"/> All Accounts <input type="radio"/> Specific Accounts List all Account Numbers: _____ _____ _____	
Dollar Limits for Authorized Instructor (if relevant):	US\$ _____ dollar transfer limit per Funds Transfer. <input type="radio"/> All Funds Transfers <input type="radio"/> Funds Transfers based only on Repetitive Templates	
Dollar Limits for Authorized Confirmer (if relevant):	US\$ _____ dollar transfer limit per Funds Transfer. <input type="radio"/> All Funds Transfers <input type="radio"/> Funds Transfers based only on Repetitive Templates	
Telephone Numbers (required): <i>If more than one telephone no., list all</i>	Office: 315.798.5750	Home: _____
	Cell: _____	Other: _____
Email (required): <i>If more than one email, list all</i>	Email 1: acarvell@ocgov.vet	Email 2: _____
	Email addresses of any other person(s) authorized to email the Payment Order to M&T/WT on behalf of the Authorized Instructor:	
	Email 3: _____	Email 4: _____

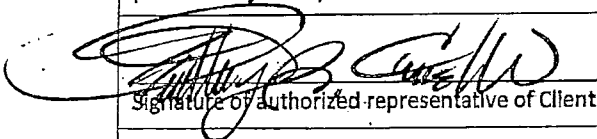
Name (print):	Kathy Pilbeam	
Specimen Signature (required):	<u>Kathy A. Pilbeam</u>	
Title (if relevant):	Deputy Commissioner	
Social Security Number (optional):	_____	
Date of Birth (required):	<u>5-22-65</u>	
Country of Citizenship (required):	United States	
Country of Residence (required):	United States	
Type of Representative (required): <i>Check all that apply</i>	<input checked="" type="checkbox"/> Authorized Instructor <input checked="" type="checkbox"/> Authorized Confirmer	
Accounts (required):	<input checked="" type="radio"/> All Accounts <input type="radio"/> Specific Accounts List all Account Numbers: _____ _____ _____	
Dollar Limits for Authorized Instructor (if relevant):	US\$ _____ dollar transfer limit per Funds Transfer. <input type="radio"/> All Funds Transfers <input type="radio"/> Funds Transfers based only on Repetitive Templates	
Dollar Limits for Authorized Confirmer (if relevant):	US\$ _____ dollar transfer limit per Funds Transfer. <input type="radio"/> All Funds Transfers <input type="radio"/> Funds Transfers based only on Repetitive Templates	
Telephone Numbers (required): <i>If more than one telephone no., list all</i>	Office: 315.798.5756	Home: _____
	Cell: _____	Other: _____
Email (required): <i>If more than one email, list all</i>	Email 1: kpilbeam@ocgov.net	Email 2: _____
	Email addresses of any other person(s) authorized to email the Payment Order to M&T/WT on behalf of the Authorized Instructor:	
	Email 3: _____	Email 4: _____

Name (print):	_____
Specimen Signature (required):	_____
Title (if relevant):	_____
Social Security Number (optional):	_____
Date of Birth (required):	_____
Country of Citizenship (required):	United States
Country of Residence (required):	United States
Type of Representative (required): <i>Check all that apply</i>	<input type="checkbox"/> Authorized Instructor <input type="checkbox"/> Authorized Confirmer

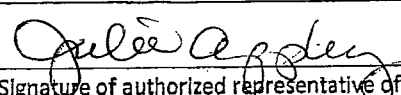
Accounts (required):	<input checked="" type="radio"/> All Accounts <input type="radio"/> Specific Accounts List all Account Numbers: _____ _____ _____
Dollar Limits for Authorized Instructor (if relevant):	US\$ _____ dollar transfer limit per Funds Transfer. <input type="radio"/> All Funds Transfers <input type="radio"/> Funds Transfers based only on Repetitive Templates
Dollar Limits for Authorized Confirmer (if relevant):	US\$ _____ dollar transfer limit per Funds Transfer. <input type="radio"/> All Funds Transfers <input type="radio"/> Funds Transfers based only on Repetitive Templates
Telephone Numbers (required): <i>If more than one telephone no., list all</i>	Office: _____ Home: _____ Cell: _____ Other: _____
Email (required): <i>If more than one email, list all</i>	Email 1: _____ Email 2: _____ Email addresses of any other person(s) authorized to email the Payment Order to M&T/WT on behalf of the Authorized Instructor: Email 3: _____ Email 4: _____

Additional designated Authorized Instructors and/or Authorized Confirmer listed on attached sheet.

3. **Representations by Signer of Schedule.** The person signing this Schedule on behalf of Client below hereby represents and warrants to M&T/WT that: (i) she/he is a duly authorized representative of Client and is fully authorized to enter into this Schedule on behalf of, and to legally bind, Client and (ii) she/he is an account owner, authorized signer or other duly authorized representative of Client for all Accounts under the FTA. M&T/WT's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence, gross negligence, misconduct or willful misconduct.

CLIENT: Onelda County, New York <i>(insert full client name)</i>		
TIN: <u>15-6000460</u> <i>(insert TIN of Client)</i>	Date: <u>5-26-17</u>	
 Signature of authorized representative of Client	Anthony R Carvelli Printed Name	Commissioner of Finance Title <i>(if relevant)</i>
_____ Signature of authorized representative of Client <i>(if applicable)</i>	_____ Printed Name	_____ Title <i>(if relevant)</i>
800 Park Avenue, 5 th Floor, Utica, NY 13501 Street Address (P.O. Box is NOT acceptable):		

M&T/WT (as defined above):

 Signature of authorized representative of M&T/WT	Julie Appley Sally Molina Printed Name	Asst. Vice President Title
Date: _____		

Internal Use Only:

- Applicable M&T/WT Division matches FTA
- Date of FTA completed in Section 1
- Section 2 details completed in full for each designated representative
- Client name in signature block above matches Client name in signature block of FTA
- Signed by the Client him/herself or, If Client is an entity, by a representative of Client per relevant board resolutions/certificate of incumbency on file (if relevant).
- Call-back performed to Client's authorized representative named above (to confirm that they sent this Form), unless this Form was received in person. *Person called:* _____ *Time of Call:* _____ *am/pm* *Date:* _____

Reviewed by (name):

Signature:

Date:

Schedule B
To Funds Transfer Agreement
(Repetitive Template Set-Up Form)

Applicable M&T/WT Division:

- Wealth Advisory Services
 Retirement Plan Services
 Institutional Administrative Services
 GCM Custody

This Schedule B to Funds Transfer Agreement (this "Schedule") is made by and between M&T/WT (as defined in the FTA) (hereinafter "M&T/WT") and the individual or entity with the associated TIN as designated in the signature block at the end of this Schedule as Client ("Client") as of the date last ascribed in the signature blocks at the end of this Schedule. The parties agree as follows:

- Funds Transfer Agreement.** This Schedule is Schedule B to the Funds Transfer Agreement dated _____ (the "FTA"), by and between the parties to this Schedule. Unless otherwise defined herein, all capitalized terms defined in the FTA shall have the same meanings herein as ascribed to such terms in the FTA.
- Repetitive Template Set-Up.** Client hereby requests M&T/WT to set up a template for the following Repetitive Payment Orders:

Account(s)	<input type="radio"/> All Accounts <input checked="" type="radio"/> Specific Accounts List all Account Numbers: _____ _____ _____
Funds Transfer Type	<input checked="" type="radio"/> Wire <input type="radio"/> ACH <input type="radio"/> Wire or ACH
Beneficiary Bank Name	KEYBANK
Beneficiary Bank Address Line 1	1125 Mohawk Street, Utica, NY 13501
Beneficiary Bank Address Line 2	_____
Beneficiary Bank Address Line 3	_____
ABA #	021300077
SWIFT #	_____
Beneficiary Account Title	Oneida County General Fund
Beneficiary Account No./IBAN	XXXXX 5176
Beneficiary Address Line 1	800 Park Avenue, Utica, NY 13501
Beneficiary Address Line 2	_____
Beneficiary Address Line 3	_____
Additional Information	BNF County of Oneida, NY ONLY

Account(s)	<input type="radio"/> All Accounts <input checked="" type="radio"/> Specific Accounts List all Account Numbers: _____ _____ _____
Funds Transfer Type	<input checked="" type="radio"/> Wire <input type="radio"/> ACH <input type="radio"/> Wire or ACH
Beneficiary Bank Name	KEYBANK
Beneficiary Bank Address Line 1	1125 MOHAWK STREET, UTICA, NY 13501
Beneficiary Bank Address Line 2	_____
Beneficiary Bank Address Line 3	_____

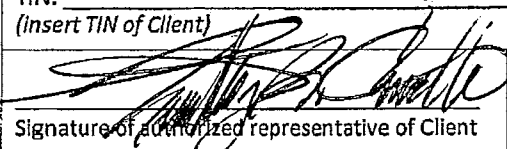
ABA #	021300077
SWIFT #	
Beneficiary Account Title	ONEIDA COUNTY CAPITAL FUND
Beneficiary Account No./IBAN	XXXXX2838
Beneficiary Address Line 1	800 PARK AVENUE, UTICA, NY 13501
Beneficiary Address Line 2	
Beneficiary Address Line 3	
Additional Information	BNF COUNTY OF ONEIDA, NY ONLY

Account(s)	<input checked="" type="radio"/> All Accounts <input type="radio"/> Specific Accounts
	List all Account Numbers:

Funds Transfer Type	<input checked="" type="radio"/> Wire <input type="radio"/> ACH <input type="radio"/> Wire or ACH
Beneficiary Bank Name	_____
Beneficiary Bank Address Line 1	_____
Beneficiary Bank Address Line 2	_____
Beneficiary Bank Address Line 3	_____
ABA #	_____
SWIFT #	_____
Beneficiary Account Title	_____
Beneficiary Account No./IBAN	_____
Beneficiary Address Line 1	_____
Beneficiary Address Line 2	_____
Beneficiary Address Line 3	_____
Additional Information	_____

Additional repetitive template set-up instructions listed on attached sheet.

3. Representations by Signer of Schedule. The person signing this Schedule on behalf of Client below hereby represents and warrants to M&T/WT that: (i) she/he is a duly authorized representative of Client and is fully authorized to enter into this Schedule on behalf of, and to legally bind, Client and (ii) she/he is an account owner, authorized signer or other duly authorized representative of Client for all Accounts under the FTA. M&T/WT's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence, gross negligence, misconduct or willful misconduct.

CLIENT: Onelda County, New York <i>(Insert full client name)</i>		
TIN: <u>15-6000460</u> <i>(Insert TIN of Client)</i>	Date: <u>5-26-17</u>	
 Signature of authorized representative of Client	Anthony R Carvelli Printed Name	Commissioner of Finance Title <i>(if relevant)</i>
_____ Signature of authorized representative of Client <i>(if applicable)</i>	_____ Printed Name	_____ Title <i>(if relevant)</i>

M&T/WT (as defined above):

_____ Signature of authorized representative of M&T/WT	_____ Printed Name	_____ Title
Date: _____		

Internal Use Only:

- Applicable M&T/WT Division matches FTA
- Date of FTA completed in Section 1
- Section 2 details completed in full
- Client name in signature block above matches Client name in signature block of FTA
- Signed by the Client him/herself or, if Client is an entity, by a representative of Client per relevant board resolutions/certificate of incumbency on file (if relevant).
- Call-back performed to Client's authorized representative named above (to confirm that they sent this Form), unless this Form was received in person. Person called: _____ Time of Call: _____ am/pm Date: _____

Reviewed by (name): _____

Signature: _____

Date: _____



Schedule D
To Funds Transfer Agreement
(Security Procedures Opt-Out)

Applicable M&T/WT Division:

- Wealth Advisory Services Retirement Plan Services Institutional Administrative Services GCM Custody

This Schedule D to Funds Transfer Agreement (this "Schedule") is made by and between M&T/WT (as defined in the FTA) (hereinafter "M&T/WT") and the individual or entity with the associated TIN as designated in the signature block at the end of this Schedule as Client ("Client") as of the date last ascribed in the signature blocks at the end of this Schedule. The parties agree as follows:

1. Funds Transfer Agreement. This Schedule is Schedule D to the Funds Transfer Agreement dated (the "FTA"), by and between the parties to this Schedule. Unless otherwise defined herein, all capitalized terms defined in the FTA shall have the same meanings herein as ascribed to such terms in the FTA. To the extent of any inconsistency between the terms and conditions of the FTA and the terms and conditions of this Schedule relating to the subject matter of this Schedule, the terms and conditions of this Schedule shall prevail.

WARNING: M&T/WT offers call-back verification and email/fax confirmation as part of the Security Procedures for certain Funds Transfer initiation methods as described in the FTA to help protect your Accounts from Funds Transfer fraud. Call-back verification can help minimize the risk of Funds Transfer fraud because, after a Payment Order is delivered via certain Funds Transfer initiation methods, M&T/WT would obtain oral verification of the authenticity of that Payment Order from an Authorized Confirmer prior to processing the Repetitive Payment Order. Similarly, obtaining an additional email/fax confirmation of a Payment Order after Client delivers it to M&T/WT via a telephone call can help assure M&T/WT that the Payment Order is legitimate. We ask that you carefully re-consider your decision to waive and opt-out of the following Security Procedure(s). M&T/WT strongly recommends that you do NOT so waive and opt-out. If you suffer an unauthorized or fraudulent funds transfer in respect of a Payment Order that M&T/WT receives in your name for which no call-back verification or email/fax confirmation, as applicable, was performed in accordance with this opt-out and waiver, you may be held liable for the funds transfer amount.

2. Waiver of Call-Back Security Procedures (for Repetitive Payment Orders). By checking the box below, Client hereby waives and opts-out of any call-back verification to an Authorized Confirmer as part of any Security Procedures described in the FTA whenever an Authorized Instructor delivers to M&T/WT a Repetitive Payment Order based on a template that Client has set-up with M&T/WT for such Repetitive Payment Orders.

Waiver of call-back verification for Repetitive Payment Orders.

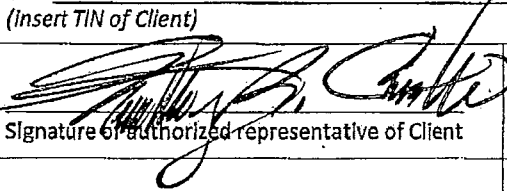
3. Waiver of Email/Facsimile Confirmation (for Telephone to M&T/WT Representative Funds Transfer Method). By checking the box below, Client hereby waives and opts out of the email or facsimile confirmation that is part of the Security Procedures described in the FTA whenever an Authorized Instructor delivers to M&T/WT a Payment Order via the 'Telephone to M&T/WT Representative' Funds Transfer initiation method described in Section 9(a)(ii).

Waiver of email/facsimile confirmation.

4. Acknowledgement. By waiving and opting out of the above Security Procedure(s), Client acknowledges and agrees that the remaining Security Procedures as set forth in the FTA for Payment Orders shall be deemed to be a commercially reasonable method of providing security against unauthorized Payment Orders. Client further acknowledges and agrees that (i) Client has chosen such remaining Security Procedures even though M&T/WT offered to Client, and Client refused, the additional Security Procedure(s) that Client has chosen to waive and opt-out of under this Schedule (and which Client hereby acknowledges are commercially reasonable for Client) and (iii) such remaining Security Procedures that Client has chosen afford Client with less protection from unauthorized Payment Orders than those Security Procedures would if coupled with the additional Security Procedure(s) offered by M&T/WT. Client accepts the additional risk and agrees to be bound by any Payment Order, whether or not authorized, issued in Client's name and accepted by M&T/WT in accordance with the remaining Security Procedures as set forth in the FTA and chosen by Client.

5. Reservation of Rights. Client understands that, even if Client waives and opts-out of call-back verification for Repetitive Payment Orders under this Schedule, M&T/WT nevertheless reserves the right, in its sole discretion, but without any obligation or duty whatsoever, to perform a call-back and/or reject any Repetitive Payment Order.

6. **Representations by Signer of Schedule.** The person signing this Schedule on behalf of Client below hereby represents and warrants to M&T/WT that: (i) she/he is a duly authorized representative of Client and is fully authorized to enter into this Schedule on behalf of, and to legally bind, Client and (ii) she/he is an account owner, authorized signer or other duly authorized representative of Client for all Accounts under the FTA. M&T/WT's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence, gross negligence, misconduct or willful misconduct.

CLIENT: Onelda County, New York <i>(insert full client name)</i>		
TIN: <u>15-6000460</u> <i>(insert TIN of Client)</i>	Date: <u>5-26-17</u>	
 Signature of authorized representative of Client	Anthony R Carvelli Printed Name	Commissioner of Finance Title <i>(if relevant)</i>
_____ Signature of authorized representative of Client <i>(if applicable)</i>	_____ Printed Name	_____ Title <i>(if relevant)</i>

M&T/WT (as defined above):

_____ Signature of authorized representative of M&T/WT	_____ Printed Name	_____ Title
Date: _____		

Internal Use Only:

- Applicable M&T/WT Division matches FTA
- Date of FTA completed in Section 1
- Section 2 and/or Section 3 boxes checked
- Client name in signature block above matches Client name in signature block of FTA
- Signed by the Client him/herself or, if Client is an entity, by a representative of Client per relevant board resolutions/certificate of incumbency on file (if relevant).
- Call-back performed to Client's authorized representative named above (to confirm that they sent this Form), unless this Form was received in person. *Person called:* _____ *Time of Call:* _____ *am/pm* *Date:* _____

Reviewed by (name):

Signature:

Date:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Oneida County, New York		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ Government		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 800 Park Avenue, 5th Floor		Requester's name and address (optional)
	6 City, state, and ZIP code Utica, New York 13501		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

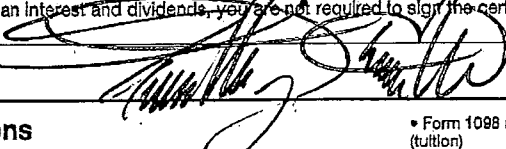
Social security number	
[] - [] - []	
or	
Employer identification number	
15 - 6000460	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 6-26-17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CUSTODY ACCOUNT AGREEMENT

Wilmington Trust,
National Association

Oneida County, New York
A/C 12343-000

Corporation Account

This agreement describes the terms of an account that we, the Wilmington Trust entity indicated at left, are creating for you, the entity indicated above. This agreement outlines the rights and responsibilities of each party, the services we intend to provide, the fees associated with those services, and other information you should know. Please read this agreement carefully before signing.

1. Our Commitments

We agree:

- a) To create and maintain a custody account for you, in which we provide safekeeping of assets.
- b) To buy, sell, accept, and transfer account assets, in accordance with instructions from you or others you may authorize, and subject to applicable laws, regulations, and the customs and usages of the exchanges or markets where transactions are executed by you or your agents.

OUR CUSTODY SERVICES

- Settle transactions in securities and currencies.
- Collect and receive all interest, dividends, principal, and any other payments and promptly credit all cash and other property received.
- Make any foreign currency exchanges that are appropriate.
- Make any payments you instruct us to make, including automatic payments.
- Invest your idle cash in the Service Class Shares of the Wilmington Prime Money Market Fund (unless you indicate a different choice on the signature page of this agreement).



Wilmington Trust,
National Association

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ITEMS REQUIRED FOR INSTRUCTIONS

The following items are required for each instruction from the type of account indicated. Orders that lack these items may not be executed.

CORPORATION Either a certificate of action of the Board of Directors or a written request signed by any of the officers indicated below.

LLC A written request signed by one or more of its members. If a member is a corporation, the instruction must be signed by any of the corporate officers indicated below.

PARTNERSHIP A written request signed by all (or less than all, if appropriate documentation is provided to us) of the general partners, or by the managing general partner. If a general partner is a corporation, its instruction must be signed by any of the corporate officers indicated below. If a general partner is itself a partnership, its instruction must be signed by all (or less than all, if appropriate documentation is provided to us), or by the managing general partner.

Eligible officers

Chairman
President

Vice President

Secretary

Treasurer

Any other officer identified in an appropriate resolution or certificate of authority

- Forward to you all notices of corporate actions requiring a vote or other action (such as proxies) so that you can act on them, except for actions involving the fund used for your idle cash, on which we will vote your securities or take any action we believe is appropriate for your account.
- Process class action claims relating to assets in your account.
- Keep records of all transactions and holdings in your account.
- Provide periodic statements of account activity, asset values, tax reporting information, if applicable, and any other legally required information.
- Upon your request, use any and all assets in your account as collateral for loans you take out with us or another lender.
- At your option, invest any other assets in your choice of mutual funds from among those to which we or our affiliates provide services.
- At our option, agree to a request from you to lead or participate in a legal proceeding in connection with assets in your account, provided we have first received what, in our view, is adequate indemnification and, if applicable, adequate guarantee of expense reimbursement and compensation.
- At our option, agree to a request from you to initiate collection proceedings in connection with assets in your account, provided we have received adequate guarantee of expense reimbursement and compensation.

2. Your Commitments

You agree:

a) To have us open a custody account for you, to appoint us the custodian for all assets you deliver to this account, and to allow us to provide the services described in this agreement.

b) To provide the names and signatures of all persons authorized to give instructions or otherwise deal with us, along with sufficient documentation showing this authorization (such as a resolution, incumbency certificate, certificate of authority and the like). In addition, you agree to indicate any limitations on an individual's authority, and to notify us in writing of any changes in these arrangements (including providing any new names, signatures, or changes of address).

Wilmington Trust,
National Association

Oneida County, New York

c) To accept full responsibility for all actions resulting from instructions given by any authorized person, acknowledging that as custodian we are not responsible in any way for investment decisions regarding the assets in your account.

d) To ensure that the instructions we receive from you, or on your behalf, are in good order.

e) To accept our periodic statements as sufficient information concerning transactions in this account, unless you indicate otherwise in the signatures section or in subsequent notice to us.

f) To notify us in writing of any discrepancy in a periodic account statement within 30 days of the statement date, and you agree that the absence of any notice is the same as a written confirmation that you accept the statement, and all positions and transactions shown on it, as is.

g) To provide adequate funds to cover any overdraft or trade settlement, or the anticipated expenses of any collection or legal action we undertake on your behalf.

h) To provide us with copies of Articles of Incorporation/Corporate Resolutions for a corporate entity; Partnership or similar agreement for a Partnership/LLC entity; copies of Charter and Bylaws, Resolution of Board of Directors, IRS Tax Determination Letter for a Foundation/Endowment entity; tax identification number, address and other identifying information or documents we request in order for us to verify and record your identity as required by Federal laws designed to fight the funding of terrorism and money-laundering activities.

i) To comply with all laws and regulations that apply to you and your relationship with us.

j) To pay us for our services to you, at our customary rates for similar accounts, with fees being calculated and deducted from your account periodically, in arrears (unless you make other arrangements), and to reimburse us for the disbursements and expenses we incur in performing these services. Changes in our customary rates will be effective only after reasonable notice to you.

k) To follow the appropriate procedures when closing your account, as provided in the sidebar at left.

3. Communications Policies

You can transmit your instructions:

a) In writing, with all necessary signatures and any other required

CLOSING AN ACCOUNT

You and we each have the power to end this agreement and close the account. There are two ways this could occur:

- you send us written instructions to close the account, signed by an authorized person(s)
- we send you written notice that we are closing your account

When an account is closed, we deliver all assets in the account to you, once we have received a receipt for them, minus any money due us under the terms of this agreement. We also provide a final statement within 30 days of the closing.



Wilmington Trust,
National Association

Oneida County, New York

documentation, delivered to a physical location or fax number indicated by us.

b) By email, with a prompt follow-up confirmation in writing or by fax.

c) Verbally (either by phone or in person), with a prompt follow-up confirmation in writing or by fax.

You and we agree that:

d) We are not obligated to act on verbal or email instructions until we have proper written confirmation. Written instructions must be signed by someone who has authority to give instructions on the account.

e) All communications in connection with this agreement will be considered valid if delivered to the applicable address on the signature page.

4. Rights We Reserve

We reserve the right:

a) To hire subcustodians (including our affiliates) and depositories.

b) To use our affiliates to perform services for your account (for example, brokerage services), at their and our normal rate of compensation.

c) To charge your account a customary fee for any overdrafts.

d) To reverse any transaction carried out in error.

e) To take any steps we believe reasonable to exercise our powers and our obligations under this agreement.

f) To exercise any right under this agreement or applicable law at any time, with the understanding that any delay or forbearance in executing a right will not be construed as a waiver of that right.

5. Limits of Our Responsibility

You agree that we are not responsible for, and agree to release and indemnify us for, any loss, cost, or other damage (including attorneys' fees) that may result:

a) From investment management decisions and their outcomes, this being a custody account and not an investment management account.

b) From following the terms of this agreement.

Wilmington Trust,
National Association

Oneida County, New York

- c) From acting to protect assets pending their distribution or other disposition.
- d) From any force or factor beyond our control, such as civil disturbances, attacks, war, acts of God, power or communications system failures, or the delay or negligence of others.
- e) From acting on any instructions we reasonably believe are authentic, or rejecting any instructions we reasonably believe are not authentic or are unauthorized.
- f) From delaying acting on any instructions that are conflicting, incomplete, or otherwise not in good order, until we are satisfied that all issues are resolved.
- g) From assuming that all persons and entities authorized to provide instructions are in fact whom they are certified to be (both as to individual identity and to position within an entity), until we have received a written notification otherwise.
- h) From taking, or abstaining from taking, any action based on legal advice from your or our lawyers.
- i) From any other actions we do or do not take, except to the extent determined to be caused by our own gross negligence or willful misconduct.

You also agree that in any event:

- j) We will be responsible only for direct damages, and not for any type of indirect, special, consequential, or punitive damages, even if we are aware of the potential for such damages.
- k) We are not responsible for the accuracy of information, including asset valuations, furnished by you or anyone else on your behalf.

6. Terms Concerning This Agreement

Each party agrees:

- e) That this agreement is binding on us and our successors and assigns. For the avoidance of doubt, any business entity into which we may be merged or converted or with which we may be consolidated, or any entity resulting from a merger, conversion or consolidation to which we are a party, or any entity succeeding to all or substantially all of our corporate trust business, shall be the successor under this agreement without any act on the part of either of us.



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National Association

Oneida County, New York

- b) That this agreement is binding on you and your successors and assigns, but that you will not assign this agreement without our prior written consent.
- c) That if your interest in this account is assigned or terminated for any reason, you or your successors and assigns are responsible for all obligations incurred in connection with your account, whether arising before or after the assignment or termination.
- d) That the provisions of Section 5, "Limits of Our Responsibility," remain in effect even after your account is closed.
- e) That this agreement may not be amended except in writing, and with the approval of you and us.
- f) That if any provision of this agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

7. Disclosures

You understand and acknowledge:

- a) That we may use account assets to pay your obligations, including any loans secured by account assets, and our fees.
- b) That we may hold account assets in nominee name.
- c) That any mutual funds, in which your assets are invested, including our own Wilmington family of mutual funds, are legally separate from Wilmington Trust's corporate affiliates, and that such affiliates may receive compensation for providing services to the funds, including investment advice.
- d) That Wilmington Trust receives additional fees beyond those described in the applicable fee schedule or fee agreement whenever we:
 - invest your money in a mutual fund or other investment fund to which we or an affiliate provides services such as investment advisory, shareholder servicing and/or distribution services (this may include both affiliated and unaffiliated funds) and
 - use one of our affiliates (such as a brokerage firm) to perform services for your account.
 - The fund disclosure documents show which third parties, and which of our affiliates, provide which services and how they are paid.



Wilmington Trust,
National Association

Oneida County, New York

CONTACT INFORMATION

Wilmington Trust
Sally Molina

PHONE 302.636.6434
FAX 302.636.4146
EMAIL smolina@wilmingtontrust.com

Client
Oneida County, New York

PHONE 315.798.5750
FAX 315.735.8371
EMAIL scarvell@ocgov.net

e) That shares of mutual funds (including money market funds) and other investments funds are not bank obligations or deposits, are not insured by the FDIC, and may fluctuate in value.

f) That we may complete any transaction in your account as a cross-transaction with another account at Wilmington Trust, so long as the cost and quality of execution is comparable to that available at that time through channels we might have used had no cross-transaction opportunity been available.

g) That this agreement is governed by the laws of the state where the Wilmington Trust office administering this account is located, and that any disputes will be subject to the exclusive jurisdiction of that state's federal or state courts.

8. Signatures

By signing below:

a) You represent that you are authorized to execute this agreement.

b) You agree that you have read and understand the terms of this agreement, including:

- our commitments
- your commitments
- our communication policies
- the rights we reserve
- your agreement to indemnify us
- the limitations on our responsibilities
- the terms concerning this agreement
- the disclosures
- the procedures for terminating an account

c) You request that your idle cash be invested in the following money market fund, and you acknowledge that you have received a prospectus for that fund which describes, among other things, the fees that we and our affiliates are paid by the fund, including shareholder servicing and/or distribution fees:

- Wilmington US Government Fund (Service Class)
- Wilmington US Treasury Money Market Fund (Service Class)

d) You waive your right to receive transaction confirmation statements, unless you indicate otherwise below or through subsequent notice to us in writing.

You wish to exercise your right to start receiving copies of individual confirmation statements at no expense to you.



Wilmington Trust,
National Association

Onelda County, New York

e) You acknowledge that we are obligated to provide to issuers of securities held in your account (or to other parties an issuer may designate), identifying information such as your name(s), address(es), and share positions unless you object to such disclosure by checking the box below or through subsequent notice to us in writing.

You request that we withhold your identifying information from issuers and their designates.

f) You agree to pay all fees incurred in the operation of your accounts as described in this agreement.

g) The officer signing for us indicates that we understand, accept, and will abide by, the terms of this agreement.

Accepted and Agreed to by:

Onelda County, New York

Wilmington Trust:

Anthony R Carvelli

Sally Molina

BY

BY

Commissioner of Finance

Assistant Vice President

TITLE

TITLE

SIGNATURE

DATE

SIGNATURE

DATE

5-26-17

7/12/17

Additional Signatures

Please use the space below to provide identifying information and signatures for any other individuals that may be required for executing this agreement. If any individuals are from a different entity (for instance, a partnership that is itself a member or a partner of the entity opening this account), please identify the name of the entity on whose behalf you are signing. Please type or print.

NAME (FIRST, MIDDLE, LAST)_____
TITLE_____
SIGNATURE_____
DATE_____
NAME (FIRST, MIDDLE, LAST)_____
TITLE_____
SIGNATURE_____
DATE_____
NAME (FIRST, MIDDLE, LAST)_____
TITLE_____
SIGNATURE_____
DATE_____
NAME (FIRST, MIDDLE, LAST)_____
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DATE_____
NAME (FIRST, MIDDLE, LAST)_____
TITLE_____
SIGNATURE_____
DATE_____
NAME (FIRST, MIDDLE, LAST)_____
TITLE_____
SIGNATURE_____
DATE

ON-LINE PORTFOLIO ENROLLMENT FORM

By signing below, you (the client) authorize Wilmington Trust Company to set up online access to your account(s) for the Individuals indicated, and to maintain this access until you notify us otherwise in writing. You also state that individuals have the legal authority to access the account(s) and acknowledge that we may contact the individuals in connection with setting up this access. Further, you accept full responsibility for the consequences of your authorizations and statements above, and agree to indemnify us against any of those consequences. This agreement does not authorize any user to use information from On-Line Portfolio in third-party transactions or to provide a third party with access to On-Line Portfolio information. See On-Line Portfolio agreement for the complete license agreement.

Client Name: ANTHONY R CARVELLI
(FIRST, MIDDLE, LAST)

Include intraday wire information

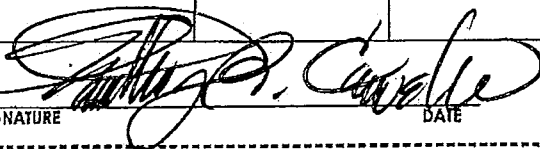
Company Name: Oneida County, New York
(IF APPLICABLE)

Address: 800 Park Avenue, 5th Floor
(STREET ADDRESS)

Utica, NY 13501
(CITY, STATE, ZIP)

Authorized On-Line Account Users

Name (First, Last)	Phone	Email	Security Answer (mothers maiden name, 4-digit pin, city/town of birth, or pet's name)	User ID First Choice (6-8 characters only)	User ID Second Choice (6-8 characters only)
Anthony Carvelli	315-798-5750	acarvelli@ocgov.net			
Kathy Pilbeam	315-798-5756	kpilbeam@ocgov.net			

 DATE _____ JOINT ACCOUNT HOLDER SIGNATURE _____ DATE _____

ACCOUNTS (For Internal Use Only)

ACCOUNT NUMBERS	ACCOUNT NUMBERS	ACCOUNT NUMBERS	ACCOUNT NUMBERS	ACCOUNT NUMBERS	ACCOUNT NUMBERS

Sally Molina
ACCOUNT RELATIONSHIP MANAGER (PLEASE PRINT)

ACCOUNT RELATIONSHIP MANAGER SIGNATURE _____ DATE _____

Clients: Please fill out completely and return to your account administrator.

Administrators: Please supply clients with your fax number or address for their use. Upon receipt from the client, please approve and sign the enrollment, add relevant account numbers and scan the form. Use ESS to submit a ticket, with the form attached, to OLP team. Thank you.



CERTIFICATE OF AUTHORITY
for
Oneida County, New York

I, Anthony R Carvelli the duly appointed Commissioner of Finance of Client (as defined below) authorized to certify the approved actions of Oneida County, New York (the "Client"), a corporation general partnership limited partnership limited liability company sole proprietorship Government organized or operating under the laws of New York, hereby certify that a meeting of Client's Board of Directors or other governing body (the "Board") duly called and held, or by unanimous written consent or other method provided by applicable law or governing document, the following resolutions were duly adopted and remain in full force and effect:

RESOLVED, that the Client hereby authorizes:

Title: Commissioner of Finance

Title: Deputy Commissioner

Title:

Title:

Title:

(each an "Authorized Officer" and collectively, the "Authorized Officers"), or any one of them, in the name and on behalf of the Client, to complete, execute and deliver to the Global Capital Markets division of M&T Bank or any subsidiary or affiliate thereof, including, but not limited to, Wilmington Trust, National Association (collectively, "M&T Bank") agreements in a form acceptable to such Authorized Officer for the provision of custody, escrow, trust, funds transfer, investment management and investment advisory services, including any amendments and agreements or other documents related thereto and to execute or effect transactions under and give notices, certifications and instructions with respect to such agreements, as such Authorized Officer deems necessary or appropriate from time to time; and it is further

RESOLVED, that Client hereby ratifies and confirms all actions taken by it prior to the date hereof in connection with such agreements executed and delivered to M&T Bank; and it is further

RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized to designate from time to time the accounts subject to such agreements, and designate from time to time the individuals who may execute or effect transactions under and give notices, certifications and instructions with respect to such agreements, such individuals designated as "Authorized Representatives;" and it is further

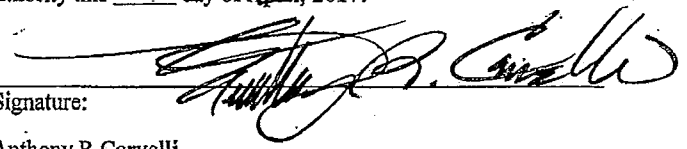
RESOLVED, that M&T Bank be and hereby is authorized to rely on the actual or purported signatures of any of Client's Authorized Officers and Authorized Representatives. Until M&T Bank has actually received and had a reasonable time to act on written notice from Client revoking such authority; M&T Bank shall be entitled to rely on the authority granted herein; and it is further

RESOLVED, that Client shall defend, indemnify and hold M&T Bank harmless from and against all liabilities, costs, and expenses (including, but not limited to, attorneys' fees and disbursements) incurred by M&T Bank in connection with the honoring of any signature, instruction or action of any Authorized Officer or Authorized Representative, or the refusal to honor any signature, instruction or action of any person who is not an Authorized Officer or Authorized Representative of Client; and it is further

RESOLVED, that these resolutions supercede all prior resolutions on the subject to which they pertain, and shall remain in full force and effect and binding upon Client until M&T Bank has actually received and had a reasonable time to act on any subsequent Certificate of Authority; provided, that these resolutions are limited in application to the services specified herein provided by the Global Capital Markets division of M&T Bank and do not supercede or affect in any way the continuing validity of other resolutions provided to M&T Bank in regard to accounts that are serviced or services that are provided by any other division or department of M&T Bank, including but not limited to accounts and services provided by Commercial Deposit Services and Treasury Management Services.

MAY 26, 2017

IN WITNESS WHEREOF, I have executed this Certificate of Authority this _____ day of ~~April~~, 2017.

Signature: 

Anthony R Carvelli

Name:

Commissioner of Finance

Title:

"Wilmington Trust" is a service mark encompassing the trust and investment business of M&T Bank and of some of M&T Bank's subsidiaries and affiliates, serving individual and institutional clients. The subsidiaries and affiliates include Wilmington Trust Company (operating only in Delaware), Wilmington Trust, N.A., Wilmington Trust Investment Advisors, Inc., and Wilmington Trust Investment Management LLC, as well as several other investment advisor affiliates. For additional information regarding the Wilmington Trust brand, underlying entities, or products and services offered, please visit our web site at www.wilmingtontrust.com.

MUTUAL FUND DISCLOSURE, CONSENT AND DIRECTION FORM

Account Name: Oneida County New York (the "Account")

As the issuer, borrower or other authorized person ("Authorized Person") with respect to the Account designated above, the undersigned hereby certifies, acknowledges and agrees as follows:

1. Authorized Person has full authority to execute and deliver this Disclosure, Consent and Direction Form and to make the acknowledgments, authorizations and agreements set forth herein.
2. Authorized Person understands that the Wilmington Funds ("Affiliated Funds"), including the Affiliated Funds listed below, are advised by Wilmington Funds Management Corporation and Wilmington Trust Investment Advisors, Inc. (collectively, "Adviser"), affiliates of M&T Bank and Wilmington Trust, National Association (collectively, the "Bank"). The other mutual funds listed below are advised by parties not affiliated with the Bank ("Third Party Funds"; Affiliated Funds and Third Party Funds, including the money market mutual funds designated below, are collectively referred to herein as "Funds").

Authorized Person further understands that Adviser, the Bank and their affiliates (collectively, the "Company") provide investment management, shareholder services, administrative services, and services under 12b-1 plans to the Affiliated Funds and may also provide certain services to Third Party Funds. The Company is entitled to receive compensation for any distribution and non-distribution related services that it provides to Funds.

The Funds' prospectuses describe the fees that the Company currently receives from the Funds

The Company may also receive payments from the distributor or the investment adviser (or one of its affiliates) of a Fund for the support or services the Company provides with respect to the Fund. These payments: (i) are not charged against the assets of a Fund; (ii) are in addition to the service fees and other fees described above that the Bank may receive from a Fund; and (iii) are described in the prospectuses for the Funds.

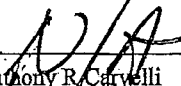
Payments received by the Company from or with respect to the Funds may create an incentive for the Bank to make shares of the Funds available to the Account.

Subject to and in accordance with the terms of the instruments and agreements governing the Account, Authorized Person authorizes and directs the Bank, in its capacity as trustee or agent under the Account, to invest the Account cash balances identified below in shares of one of the following money market mutual funds [check only]:

		CUSIP
<input type="checkbox"/>	<u>Wilmington U.S. Government Money Market Fund – Select Share Class</u>	97181C704
<input type="checkbox"/>	<u>Blackrock Liquidity Fed Fund – Administrative Share Class</u>	09248U445
<input type="checkbox"/>	<u>Federated Government Obligations Fund – Capital Share Class</u>	608919809
<input type="checkbox"/>	<u>Goldman Sachs Financial Square Government Fund – Preferred Share Class</u>	38141W240
<input type="checkbox"/>	<u>Blackrock Treasury Trust Fund – Administration Share Class</u>	09248U452
<input type="checkbox"/>	<u>Federated Treasury Obligations Fund – Capital Share Class</u>	60934N823
<input type="checkbox"/>	<u>Goldman Sachs Financial Square Treasury Obligations Fund – Preferred Share Class</u>	38141W281

3. Additional money market mutual fund options available upon request.
4. Authorized Person understands that such Authorized Person could lose money by investing in a money market mutual fund. Although a money market mutual fund seeks to preserve the value of Authorized Person's investment at \$1.00 per share, it cannot guarantee that it will do so. An investment in a money market mutual fund is not a deposit of a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency and may fluctuate in value. The money market mutual fund's sponsor has no legal obligation to provide financial support to a money market mutual fund, and Authorized Person should not expect that the sponsor will provide financial support to a money market mutual fund at any time.
5. Authorized Person has received and read the prospectuses for the Funds, understands the information disclosed above and in the Funds' prospectuses, and hereby authorizes and approves: (a) the investment of Account funds in mutual funds that pay fees to the Company, as provided above in paragraph 2; and (b) the Company's performance of services for and receipt of compensation from the Funds in addition to the Bank's receipt of compensation for services provided to the Account.

~~Anthony R. Carvelli~~
~~(Name of Authorized Person)~~

By: 
Name: Anthony R. Carvelli
Title: Commissioner of Finance



CERTIFICATE OF INCUMBENCY

I hereby certify that I am the Commissioner of Finance of Oneida County, New York ("Client"), and that in that capacity, I am authorized to execute and deliver this Certificate of Incumbency in the name and on behalf of Client. I further certify that each of the following individuals is the duly elected, qualified and acting incumbent of the office set forth opposite his or her name (each an "Authorized Officer"), and the specimen signature below is the genuine signature of such Authorized Officer:

Table with 5 columns: Name, Phone, Title, E-mail Address, Signature. Rows include Anthony R Carvelli and Kathy Pilbeam.

I further certify that each of the following individuals has been duly designated by an Authorized Officer as an authorized representative (each an "Authorized Representative") of the Client, and the specimen signature below is the genuine signature of such Authorized Representative:

Table with 5 columns: Name, Phone, Title, E-mail Address, Signature. This section is currently empty.

IN WITNESS WHEREOF, I have executed this Certificate of Incumbency this 26 day of May 2017.

Signature: [Handwritten Signature]
Anthony R Carvelli
Name:
Commissioner of Finance
Title:

"Wilmington Trust" encompasses the trust and investment business of M&T Bank and of some of M&T Bank's subsidiaries and affiliates, serving individual and institutional clients. The subsidiaries and affiliates include Wilmington Trust Company (operating only in Delaware), Wilmington Trust, N.A., Wilmington Trust Investment Advisors, Inc., and Wilmington Trust Investment Management LLC, as well as several other investment advisor affiliates. For additional information regarding the Wilmington Trust brand, underlying entities, or products and services offered, please visit our web site at www.wilmingtontrust.com.



WILMINGTON TRUST

A/c 123113-000

Institutional Custody Services

Market Value Fee Schedule -- Oneida County

Annual Market Value Fees:*

Total Market Value Fee 2 bps

Minimum Annual Market Value Fee \$3,000

Outgoing Wires \$15

Disbursement by Check \$10

Buys/Sells/Deliveries

DTC, Federal Reserve, and Mutual Fund Securities WAIVED

Principal Paydown WAIVED

Global and Euroclear Securities N/A

All Other Securities N/A

Non-Marketable Assets N/A

Insurance Policy N/A

Physical Asset N/A

Class Action Research Fee (or equal to the class action proceeds if less than \$25) N/A

Annual Tax Reporting Services -- Form 1099 N/A

Specialized Accounting Services N/A

Fees for extraordinary services determined upon negotiation

Total Market Value:

Type of Securities: US Treasury Securities

**Custody fees are calculated on the average daily market value of assets under administration assessed quarterly in arrears. Any fees that remain outstanding after forty-five days from the billing date will be deducted from the account.*

04.24.17

ACCEPTED BY
CLIENT

Name: ANTHONY D'ARVELLO

Title: Commissioner of Finance

Date: 5-26-17

WILMINGTON TRUST, N.A.

Name: Sally M. Molina
Assistant Vice President

Title: _____

Date: 7/14/17

Institutional Confidential Data Profile without SIFMA

I. Account Registration/Applicant Information

Registration Type (Choose One):

- Bank
- Government Entity
- Financial Institution
- Insurance
- Non Publicly Traded
- Publicly Traded Company
- Registered Investment Advisor
- Other _____

Check appropriate box for federal tax classification: C Corporation S Corporation Partnership Other _____

If Financial Institution: Please advise if this account is being used to purchase securities on behalf of your customers?

- Yes
- No

If Insurance: Insurance type?

- Health
- Life
- Property

What is the State of Domicile? _____

If Publicly Traded: What is the ticker? _____

What is the primary Stock Exchange? _____

If a Bank: Is the bank regulated, publicly traded, or government owned?

- Government Owned
- Publicly Traded - Please provide the ticker: _____
- Regulated
- None

If a Registered Investment Advisor:

- Federal
- State

Name of Entity ("Client"): _____ Oneida County TIN: 15-6000460 ⁽²⁾

Is the customer using a DBA (Doing Business As) name?

- Yes
- No

Is customer seeking anonymity by using a Special Name or Numbered Account?

- Yes - Notify Compliance
- No

Legal Address (DO NOT use a P. O. Box): ⁸⁰⁰ 80 Park Ave. 5th FL., Utica, NY 13501

Mailing Address (If different from Legal Address): _____

Nature of Business: Government Phone #: 315-798-5750

Is this a Private Banking Account?

- Yes
- No

Is this a Foreign Bank Account?

- Yes
- No

Cell # 315-520-1786

Delivery Channel: In person Mail Telephone Third Party Intermediary Web

What is the Country of domicile/headquarters? USA

List the Country(ies) of Primary Business Operations (where the customer derives revenue): USA

What is the primary method the customer will use to deposit or withdraw funds from this account? (Does not apply to DVP accounts):

- ACH
- Cash
- Check
- Debit Card Purchases
- Transfers
- Wire

Source of funds for the Initial Deposit:

- ACH
- Certified Check
- Internal Transfer
- Check
- Mutual Fund/Broker
- Incoming Wire

COD/DVP account

Initial Deposit (Trade or Deposit): _____

Will the customer be using their MTB account to process internet gaming and casino transaction for themselves and/or their customers?

- Yes - Notify Compliance
- No

Does the customer explicitly permit the issuance of bearer shares?

- Yes - Notify Compliance
- No

2. Institutional Investor Definition, Suitability Recommendations and Affirmation

Institutional Investor Definition

A. Client is (mark one):

1. A bank, savings and loan association, insurance company, or registered investment company
2. An investment advisor registered either with the Securities and Exchange Commission under Section 203 of the Investment Advisers Act of 1940 or with a state securities commission (or any agency or office performing like functions)
3. Any other entity (whether a natural person, corporation, partnership, trust, or otherwise) with total assets of at least \$50 million
4. None of the above *If chosen, must use full CDP(0020)*

B. Evaluating the Suitability of Recommendations

Complete this section if **any of the institutional investor definition boxes above (other than box A.4)** is selected.

The client and each of the client's authorized representatives will exercise its/his/her independent judgment in evaluating the suitability of recommendations made by M&T Securities, Inc. and its registered representatives in the following cases (Please check one of the following):

1. In the case of all potential recommendations for the Client's account.
2. In the case of recommendations involving the asset classes indicated below. Please indicate the asset class or classes where the client and its authorized representatives will independently evaluate recommendations made by MTS and its registered representatives:
 Equities Options Fixed Income Mutual Funds
 Unit Investment Trusts Exchange Traded Funds Other: _____
3. On a trade-by trade basis determined by the Client or the Client's authorized representative at the time of each recommendation
4. Neither the Client nor any of the Client's authorized representatives will exercise independent judgment to evaluate the suitability of recommendations made by M&T Securities and its registered representatives

Note: If any box in Section B other than box B.1 is selected, complete Section 3 – Investment Objectives in its entirety. Additionally, if box A.3 is selected in Section A, and box B.1 is selected in Section B, complete the age and investment experience information only in Section 3 – Investment Objectives.

C. Affirmation

By signing this form, the client's authorized representative affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. This form shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the "Institutional Account" named in this form, whether for the account of such Institutional Account or for the account of any beneficial owner that has designated decision making authority to such Institutional Account.

3. Investment Objectives

Industry regulations require that we ask you for the following information. Please do not skip any item(s), and please be specific (e.g., do not use "N/A").

Age (Complete if client is a natural person or Trust. If a Trust, provide the age(s) of the Trustee(s)): _____

Liquidity Needs: (Check one) The ability to quickly and easily convert to cash all or a portion of the investments in this account without experiencing significant loss in value from, for example, the lack of a ready market, or incurring significant costs or penalties is:

- Very Important to the Client/Account Owner Moderately Important to the Client/Account Owner Not Very Important to the Client/Account Owner

Risk Tolerance: Conservative Balanced Moderate Aggressive Speculation

Time Horizon: Short (0-5 Yrs) Intermediate (5-10 Yrs) Long (10+ Yrs)

General Investment Experience: Extensive (>10): Good (5-10): Limited (0-5): None (0)

- | | | |
|--|--|--|
| <input type="checkbox"/> Equities | <input type="checkbox"/> Equities | <input type="checkbox"/> Equities |
| <input type="checkbox"/> Options | <input type="checkbox"/> Options | <input type="checkbox"/> Options |
| <input type="checkbox"/> Fixed Income | <input type="checkbox"/> Fixed Income | <input type="checkbox"/> Fixed Income |
| <input type="checkbox"/> Mutual Funds | <input type="checkbox"/> Mutual Funds | <input type="checkbox"/> Mutual Funds |
| <input type="checkbox"/> Unit Investment Trust | <input type="checkbox"/> Unit Investment Trust | <input type="checkbox"/> Unit Investment Trust |
| <input type="checkbox"/> Exchange Traded Funds | <input type="checkbox"/> Exchange Traded Funds | <input type="checkbox"/> Exchange Traded Funds |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

3. Investment Objectives (Continued)

Primary Investment Objective: Capital Preservation Income Trading Profits Speculation
 Capital Appreciation Other: **582 COUNTY INVESTMENT POLICY**

Source of Wealth: _____

Excluding investment recommended/purchased today, please list investment experience and holdings (purchased through MTS or elsewhere):

Government Agencies Treasuries Common Stock Preferred Stock Mutual Funds
 Commercial Paper MBS Other _____

Tax Bracket: 35% N/A Other _____

Approximate Annual Revenue: < \$100,000 \$100,000 - \$500,000 \$500,000 - \$1 Million
 \$1 - \$5 Million > \$5 Million

Investable Assets: < \$1 Million \$1 - \$5 Million \$5 - \$10 Million \$10 - \$50 Million > \$50 Million

4. Tax Disposition Methods

Please choose one disposition method as your default for A) Mutual Funds and B) All Other Securities. If a default disposition method is not chosen by your or your Financial Organization, the federally mandated default method will be applied to your account:

A) Tax Lot Methods for Mutual Funds:

First In, First Out (FIFO) Last In, First Out (LIFO) FIFO (using Average Cost) High Cost High Cost Long-Term
 High Cost Short-Term Low Cost Low Cost Long-Term Low Cost Short-Term

B) Tax Lot Methods for all other Securities -- (Excluding Mutual Funds):

First In, First Out (FIFO) Last In, First Out (LIFO) High Cost High Cost Long-Term High Cost Short-Term
 Low Cost Low Cost Long-Term Low Cost Short-Term

Bonds contain provisions that allow investors to amortize the premium or accrete the discount by using different disposition methods when calculating cost basis for federal incoming tax purposes. Contact your tax advisor for assistance. If original issue discount is selected, IRS regulations require defaults for other selections.

C) Bond Elections

Treat all interest as Original Issue Discount (OID). (Default is No) Yes No ***By selecting YES, all other options below default to Yes and Constant Yield**

Amortize Taxable Premium Bonds (Default is Yes) Yes No

Accrual Method for all Other Bond Types

Accrue Market Discount based on (default is Ratable) Ratable Method Constant Yield

Include Market Discount in income annually (Default is No) Yes No

5. Authorizations and Acknowledgments

Are any of the authorized signers named on the authorization documentation? (Mark all that apply and provide details below, if applicable):

- An Employee of this Broker-Dealer? Related to an Employee of this Broker-Dealer? An Employee of Another Broker-Dealer?
- Related to an Employee of another Broker-Dealer? An M&T Bank Employee Insider? Related to an M&T Bank Employee Insider?
- A Non M&T Bank Employee Insider? A Member/Employee or related to a Member/Employee of a Stock Exchange or FINRA?
- A Senior Officer, Director, or 10% Shareholder of a Public Company?

Please identify authorized signer and firm: _____

Are you or anyone interested in this account a Politically Exposed Person?

- Yes - Please identify the name, office held and country of the official: _____
- No

6. Investment Payment for Purchases Settlement Account (Choice/Sweep Program) Trust up Settlement account for PERSONAL BROKERAGE ACCOUNTS ONLY

SETTLEMENT ACCOUNT & SWEEP PROGRAM Under the Sweep Program, un-invested cash balances in your brokerage account ("free credit balances") – for which no interest is otherwise earned or paid – are automatically swept into an interest-bearing deposit account (the "M&T Bank Sweep Deposit Account"), a money market mutual fund or such other sweep arrangements as may be made available to you (collectively "Sweep Vehicles"), until these balances are invested by you or otherwise needed to satisfy obligations arising in connection with your brokerage account. Available money market mutual funds include funds for which one or more affiliates of M&T Securities provide investment management and other services.

The Sweep Vehicle will be used in connection with settlement of transactions in your brokerage account, unless you select (if available) not to have a Sweep Vehicle and instead choose to link your brokerage account to a deposit account at M&T Bank or another bank (collectively the Sweep Vehicle or a linked bank deposit account are referred to herein as your "Settlement Account") to be used in connection with settlement of transactions in your brokerage account. M&T Securities may, in its discretion, change or replace the available Sweep Vehicles. Except as permitted under applicable laws or rules, M&T Securities will give you advance notice of any such change in a Sweep Vehicle.

By signing this document, you authorize and direct us to invest or deposit free credit balances, including dividends, interest and other cash we receive for your brokerage account in your Settlement Account within a reasonable time after receipt. Credit balances that are needed to settle a transaction or that are collateral for your obligations, such as a cash balance resulting from a short sale, will not be swept but will remain in your brokerage account.

By signing this document, you also authorize and direct us to automatically withdraw cash, redeem money market fund shares or sell securities maintained in your Settlement Account or your brokerage account when needed to settle a securities transaction or for any other purpose, such as to satisfy a debit balance, serve as collateral for a margin loan, short sale or option position, or to satisfy any other obligation to us in connection with your brokerage account. If we fail to invest or deposit any free credit balances according to this agreement, our liability will be limited to the actual amount of dividends or interest you would have earned had the free credit balances been invested or deposited in the appropriate Settlement Account.

In order to carry out such instructions, you further authorize us to sign, endorse or cash any check, withdrawal order or other item (even if payable to you or your order) or any document appropriate to accomplish such deposits and withdrawals, or purchases and redemptions, and to settle such transactions. You agree that, if overdraft credit is accessible through any linked bank deposit account, you will not borrow against such line of credit to purchase any security.

Such authorization shall remain in effect until written notice of revocation is received at M&T Securities, Inc., 285 Delaware Avenue Suite 2000, Buffalo, NY 14202-1885, and, if the Settlement Account is a bank deposit account, at the bank identified in your Settlement Account selection below.

You understand that your brokerage account statement will detail all sweep transactions to and from the Settlement Account and that the Settlement Account information on your brokerage account statement is provided in lieu of a confirmation that might otherwise be provided to you with respect to those transactions.

You agree to have available in the Settlement Account collected funds sufficient to cover purchases on the settlement date. If funds are not available, this could result in non-sufficient funds charges as outlined in your Bank's fee schedule.

Sweep Vehicles:

Non-FDIC-Insured Money Market Funds Sweep: You could lose money by investing in a money market fund. An investment in a money market fund is not a deposit of M&T Bank or any of its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Unless otherwise disclosed in a fund's prospectus, a money market fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to a money market fund at any time. If you are invested in a government money market fund, then although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. If you are invested in a money market fund with a *floating net asset value*, then because the share price of the fund will fluctuate, your shares may be worth more or less than what you originally paid for them when you sell them. If you are invested in a fund that is subject to *liquidity fees and redemption gates*, then the Fund may impose a fee upon sale of your shares or may temporarily suspend your ability to sell shares if the Fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the Money Market Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Money Market Fund's sponsor has no legal obligation to provide financial support to the Money Market Fund, and you should not expect that the sponsor will provide financial support to the Money Market Fund at any time.

M&T Bank Sweep Deposit Account: Additional information about the M&T Bank Sweep Deposit Account (including eligibility) is contained in M&T Bank Sweep Deposit Account Disclosure. The M&T Bank Sweep Deposit Account is not subject to market risk or value loss but is subject to the risk of the Bank's failure. In the unlikely event the Bank fails, deposits in the M&T Bank Sweep Deposit Account are insured up to \$250,000 (or other applicable amount) by the FDIC for each category of legal ownership. For purposes of calculating FDIC insurance limits, the cash balances held in the M&T Bank Sweep Deposit Account will need to be combined with any deposit balances held at M&T Bank in the same ownership category. You are responsible for monitoring the total amount of all deposits held by you or for you at M&T Bank for purposes of the amounts eligible for coverage by FDIC insurance.

You must monitor and choose the best Sweep Vehicle for you under this program. You will be notified if M&T Securities, Inc. modifies the Sweep Program in a way that results in changing the Sweep Vehicle for your brokerage account. Unless you tell M&T Securities otherwise within the time period specified in the notice, your cash balances will be moved to the new Sweep Vehicle that M&T Securities designates under the program.

CHOOSING YOUR SETTLEMENT ACCOUNT:

For your convenience, your Settlement Account will default to the M&T Bank Sweep Deposit Account (if you are eligible) unless you choose an alternative Settlement Account.

If you are not eligible for the M&T Bank Sweep Deposit Account, and you do not select a sweep vehicle for which you are eligible, your Settlement Account will default to an available money market mutual fund selected by M&T Securities, Inc.

If you do not want to participate in the Sweep Program, you can choose to use as your Settlement Account, one of your deposit accounts at M&T Bank or another financial institution.

You can change your Settlement Account election any time after your brokerage account opens by contacting your M&T Securities Financial Consultant

6. Convenience Payment for Purchases Settlement Account Choices Sweep Program (Continued)

PRIMARY SETTLEMENT ACCOUNT

- Money Market Mutual Fund:
 - Wilmington U.S. Government Money Market Fund Select Shares
 - Wilmington U.S. Government Money Market Fund Service Shares
 - Wilmington U.S. Treasury Money Market Fund Select Shares

Pershing Government Account

Note: The Pershing Government Account is the only available option for Coverdell Savings Accounts, Minor IRAs, Minor Roth IRAs, Money Purchase Plans, Profit Sharing Plans, SIMPLE IRAs and 403b accounts)

M&T Bank Sweep Deposit Account (**Not available for Businesses**)

Bank Checking or Savings Account (**Does Not participate in Sweep Program; Not available for Portfolio Management Accounts, Retirement Accounts or Qualified Retirement Plans**)

- (a) Account Title of following Settlement Account must be **identical** to Account Title of M&T Securities Brokerage Account. Additional Paperwork will be required in the event that the registrations do not match. Please complete the Registration Addendum for Unlike Registrations (Form #INV0229).
- (b) For Non M&T Bank accounts, the **Pershing ACH Form for Retail (Form #INV0322) is Required**
- (c) If you select an M&T Bank account and wish to have interest or dividends **automatically transferred** your linked bank account, the **Pershing ACH Form for Retail (Form #INV0322) is Required**

Bank Name: _____ Bank Routing No: _____
 Account No: _____ Type of Account: _____

SECONDARY SETTLEMENT ACCOUNT – NOT Available for PMA Accounts, Retirement Accounts or Qualified Retirement Plans

This option is only available if have selected as your Primary Settlement Account a Wilmington Money Market Mutual Fund account OR the M&T Bank Sweep Deposit Account. A Secondary Settlement Account does not participate in the Sweep Program.

- (a) Account Title of following Settlement Account must be **identical** to Account Title of M&T Securities Brokerage Account. Additional Paperwork will be required in the event that the registrations do not match. Please complete the Registration Addendum for Unlike Registrations (Form #INV0229).
- (b) For Non M&T Bank accounts, the **Pershing ACH Form for Retail (Form #INV0322) is Required**
- (c) If you select an M&T Bank account and wish to have interest or dividends **automatically transferred** your linked bank account, the **Pershing ACH Form for Retail (Form #INV0322) is Required**

Bank Name: _____ Bank Routing No: _____
 Account No: _____ Type of Account: _____

7. DVP/RTV (COD) Instructions

DTC#: 0990 123113-000 ① Confirm Method (Electronic or Paper): _____
~~Internal Account #:~~ 1500123648000 ABA #: 022 000 046
 Agent Bank #: 26668 Fed Instructions: 1050
 Institutional Bank #: 26667

8. Anticipated Account Activity *Not Required for DVP Accounts*

A. Transactions:

(Please speak with your Bank Personnel to determine if a Funds Transfer Agreement Form (FTA) is needed)

1. Will there be any transactions outside of the country where the customer relationship is established?
 - Yes – Transaction Countries: _____
 - No
2. What is the approximate amount of transactions that will be processed through your account monthly (deposits, withdrawals, and purchases)?
 - Less than 50 101 – 1,000
 - 50 – 100 1,000+
3. Do you expect to use Monetary Instruments in this account?
 - Yes – What is the approximate number of monetary instruments (Official Checks, Money Orders or Travelers Checks) that will be purchased from or deposited into this account monthly?
 - 1 – 10 11 – 50 >50
 - No

B. Cash Activity:

1. Do you expect to use wires in this account?
- Yes – What is the approximate number of total wire transactions (incoming and outgoing) you will be making in this account monthly?
- 1–5 6–10 >50
- No
2. Do you expect to use ACH in this account?
- Yes 1–10 11–50 >50
- No

9. Important Information about Procedures for Opening a New Account

Important Information about Opening a New Account:

To help the United States Government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify and record information that identifies each person that opens an account.

What this means for you: when you open an account, we will ask for your name, a street address, date of birth, and an identification number, such as a Social Security Number, that federal law requires us to obtain. We may ask to see your driver's license or other identifying documents that will allow us to identify you. If you fail to provide the information and/or documentation that we request, we may be unable to open your account and/or execute your desired transaction(s). We appreciate your cooperation.

10. Customer Authorization

SIPC

You may obtain information about SIPC, including the SIPC brochure, by contacting SIPC by telephone at (202) 371-8300 or through the SIPC website at www.sipc.org.

Notice Regarding Credit Reports: I authorize you to request a credit report on me from credit reporting agencies in connection with any securities or insurance account I open with or through you, or any renewal, update or extension of credit. I also authorize M&T Securities, Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation, member of FINRA and SIPC (Pershing) and M&T Bank to exchange credit information about me. If I ask, you will tell me if a credit report was requested and, if so, the name and address of the credit-reporting agency that furnished the credit report. To request this information, I may write to M&T Securities, Inc., P. O. Box 1357, Buffalo, NY 14240-8969.

Taxpayer Certification:

Under penalty of perjury, I certify that: (1) the number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and (3) I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Also see Part II – Certification under Specific Instructions on the W9 form located at www.irs.gov) For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3 of the W9 form located at www.irs.gov.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SPECIAL NOTE FOR NON-US ACCOUNTS: With respect to assets purchased through M&T Securities and/or custodied by Pershing on your behalf, you acknowledge that income and capital gains or distributions to you from this account may be taxable in your home jurisdiction. You acknowledge to M&T Securities and to Pershing that you have taken your own tax advice in this regard.

By my signature, I acknowledge that the information that I have provided on this Confidential Data Profile will be subject to verification. I understand that, under applicable law, penalties may apply to customers who willfully mislead financial institutions about their identity. I certify that all of the information I have provided on this document is correct and that I have received a copy of this completed Confidential Data Profile, and all other account opening documents that I was required to sign in order to open my account. I understand that in the event that I did not receive one or more of such documents, I should notify my registered representative immediately.

The foregoing shall be considered current and accurate until notice to the contrary is received in writing by M&T Securities, Inc.

***You must enter the name shown on your income tax return.
Please verify the accuracy of your tax identification number and date of birth PRIOR to signing.***

Signature of Controlling Party (From Authorization Documentation)

Anthony R. Carvelli

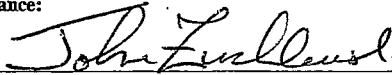
Print Name

Oneida County

Client (Business) Name

Commissioner of Finance

Title

Rep Information	
Entry Rep: <u>John Zuchlewski</u>	Employee Number: _____
Branch of Record: <u>Investment Solutions Group</u>	Branch Number: <u>800</u>
Owning Rep's Name: <u>John Schimert</u>	
FOR M&T SECURITIES REGISTERED REPRESENTATIVE USE ONLY:	
Acceptance:	
<u></u>	_____
Registered Representative Signature	Principal's Approval

Description of Investment Objectives

The following identifies and defines the various investment objectives from which you chose when opening your account with M&T Securities, Inc. These definitions are broad, and there is no guarantee that a particular strategy described will achieve its desired objective or intended future performance. Please review this information thoroughly, and notify your Registered Representative immediately in the event that your investment objective(s) change in the future. **This document should be maintained with your other investment documentation for future reference.**

Capital Preservation – Capital Preservation is an investment objective that focuses on protecting the funds you originally invested. To achieve this end, your money is invested in investments or fixed-income securities that tend to limit volatility associated with your account. As a result, while interest income is expected, growth of principal is not an outcome associated with Capital Preservation.

Income - Income is an investment objective designed to generate steady, current income (at or near current market levels) through interest and/or dividend payments. Growth of principal is a secondary goal for those seeking income. Some volatility can be expected depending on overall future market conditions.

Capital Appreciation - Capital Appreciation is an investment objective that attempts to maximize return through capital gains and capital appreciation. Investors seeking capital appreciation desire growth over a long time period through gains in market price, while anticipating little or no income throughout the duration of their investment. Capital Appreciation is characterized by investments that often involve a moderate to high level of volatility.

Trading Profits - Trading Profits is an investment objective designed to derive income through the purchase and subsequent sale of securities within a relatively brief period of time (generally less than one year). This objective often involves a broad range of investments and strategies, and attempts to earn profits based on short-term trades.

Speculation - Speculation is an investment objective involving the acceptance of significant risk in anticipation of a future financial gain. As a result, Speculation is associated with the assumption of an above average degree of risk (based on its higher than average possibility of loss) in an effort to achieve above average returns.

Investments: • Are NOT FDIC-Insured • Have NO Bank Guarantee • May Lose Value

Brokerage services are offered by M&T Securities, Inc. (member FINRA/SIPC), not by M&T Bank.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Oneida County, New York	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 800 Park Avenue, 5th Floor	Requester's name and address (optional)
6 City, state, and ZIP code Utica, New York 13501	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>											
or											
Employer identification number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%; text-align: center;">15</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	15										
15											

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 6-26-17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ACCOUNT NO. 15004236648000	COMPLETE A SEPARATE REQUEST FOR EACH ACCOUNT BEING OPENED ACCOUNT TYPE: <input type="checkbox"/> CHECKING <input checked="" type="checkbox"/> SAVINGS <input type="checkbox"/> CERTIFICATE OF DEPOSIT		DATE
ACCOUNT TITLE (LEGAL NAME) Oneida County		PRIMARY TELEPHONE NUMBER 315-798-5751	
Investment Account			
U.S. EMPLOYER IDENTIFICATION NUMBER (EIN) 156000460		OR U.S. SOCIAL SECURITY NUMBER (SSN)	
PRIMARY BUSINESS STREET ADDRESS (P.O. BOX IS NOT ACCEPTABLE) 800 Park Avenue			
CITY Utica	STATE NY	COUNTRY US	ZIP 13501
MAILING ADDRESS (P.O. BOX IS ACCEPTABLE) 800 Park Avenue			
CITY Utica	STATE NY	COUNTRY US	ZIP 13501
<input checked="" type="checkbox"/> NEW CUSTOMER <input type="checkbox"/> EXISTING CUSTOMER	NAICS CODE 921110	PROFILE NUMBER, IF APPLICABLE (Bank Use Only) 12175	
SELECT BUSINESS / ENTITY TYPE <input type="checkbox"/> PUBLICLY TRADED <input type="checkbox"/> NOT PUBLICLY TRADED / OPERATING <input type="checkbox"/> PERSONAL/NON-OPERATING (WEALTH HOLDING VEHICLE)/CORPORATE TRUSTS <input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> NON-GOVERNMENT ORGANIZATION (NGO'S)/NOT FOR PROFIT (NFP) <input type="checkbox"/> BANK <input type="checkbox"/> NON - BANK <input type="checkbox"/> FOREIGN FINANCIAL INSTITUTION (FFI) <input type="checkbox"/> FUNDS			

Agreement and Certification: With respect to the Account, the above named Depositor: (1) acknowledges receipt of, and agrees to all provisions of, M&T Bank's Commercial Deposit Account Agreement, the Specific Features and Terms disclosure, the Availability Disclosure for Commercial Deposit Accounts, the Notice Regarding Overdrafts, and all related agreements, schedules of fees and charges, and M&T Bank rules, regulations, procedures and guidelines, all as amended from time to time; and (2) agrees to pay all applicable fees and charges as in effect from time to time, and (3) certifies that all information provided in connection with this account is accurate.

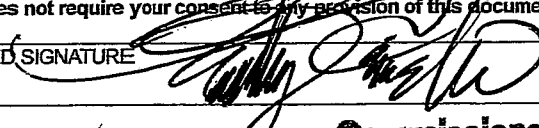
Check this box when the Certification below does not apply as the owner is not a U.S. Citizen or other U.S. person as defined by the IRS and a Form W-8 will be/has been completed.

Certification: As shown on the official Form W-9 that under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. See the instructions for the separate Form W-9.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

AUTHORIZED SIGNATURE  DATE 6-26-17

TITLE
~~Clerk~~ Commissioner of Finance

REQUIRED IDENTIFICATION: <input type="checkbox"/> 2 PRIMARY <input checked="" type="checkbox"/> 1 PRIMARY AND 2 SECONDARY			
ID TYPE: Entity Website Printout	ID NO: NA	EXP. DATE/ISSUE DATE: NA	ISSUER: Oneida County
ID TYPE:	ID NO:	EXP. DATE/ISSUE DATE:	ISSUER:
ID TYPE:	ID NO:	EXP. DATE/ISSUE DATE:	ISSUER:

DO NOT OPEN an account for the following customer types:

- A Shell bank, Unlicensed Bank, or Unlicensed Broker-dealer
- A Foreign Financial Institution subject to Section 311 designations
- A customer whose shares are held in bearer shares
- An unlawful internet gaming company
- A business directly involved in the growth, manufacturing or distribution of marijuana (MRB)

Accounts for the following customer types may **ONLY** be opened if required approval was obtained (refer to your procedures for the approval process).
Check applicable box and indicate approver below:

- The entity allows the issuance of bearer shares in the future
- A Third Party Payment Processor
- A Prepaid Access Processor
- A Foreign Bank operating under a Section 312 offshore banking license
- The customer allows for its customers to transact payments using payable through accounts
- Money Service Businesses (Seller or Issuer of Traveler's Checks or Money Orders, Money Transmitter, Check Cashier, Dealer in foreign exchange)
- An Embassy, Consulate, Diplomatic mission or other legal entity created for diplomatic or consulate purposes
- A business ancillary to the growth, manufacturing or distribution of marijuana for any purpose

Approved by: _____

Is the entity registered, headquartered or does business in other countries outside the U.S.? Yes No

Country of legal formation/Incorporation/Registration? **US**
If legally formed outside the United States, what country does the entity permanently reside in for income tax purposes?

Country of domicile/headquarters? **US**

In what country(ies) does the customer derive revenue? **US**

What type of entity (legal formation/ownership structure) is the customer?

<input type="checkbox"/> Corporations, Inc's	<input type="checkbox"/> Publicly traded/regulated by a non-approved exchange/regulator
<input type="checkbox"/> Corporate Trusts	<input type="checkbox"/> Sole Proprietors
<input type="checkbox"/> Fiduciary Entity (Private Inv. Corp., Private Inv. Vehicle, Private Fund)	<input type="checkbox"/> Unincorporated Associations
<input type="checkbox"/> General Partnerships	<input type="checkbox"/> Wholly or majority owned (50.1% or more) subsidiary of acceptably listed parent traded/regulated by an approved exchange/federal functional regulator
<input type="checkbox"/> Government owned bodies established by statute/constitutional document (including Sovereign Trust)	<input type="checkbox"/> Wholly or majority owned (50.1% or more) subsidiary of acceptably listed parent traded/regulated by a non-approved exchange/regulator
<input type="checkbox"/> Limited Liability Company (LLC), S Corps, C Corps	<input type="checkbox"/> Reg US Fin Inst. (Banks Savings Co Credit Union) and Non-Reg (Bank Trust)
<input type="checkbox"/> Limited Liability Partnership (LLP) Limited Partnership (LP)	<input checked="" type="checkbox"/> US and State Govt Orgs under US or State Law which has Govt authority
<input type="checkbox"/> Other Privately Held Corporations (Special Purpose Vehicles, Pooled Investment Vehicles, Venture Capital, Private Equity and Hedge Funds) not covered by other legal structures	
<input type="checkbox"/> Publicly traded/regulated on an approved exchange/federal functional regulator	

ADDITIONAL BUSINESS/ENTITY INFORMATION

Answer ALL questions below pertaining to the type of business/entity.

PUBLICLY TRADED or NOT PUBLICLY TRADED/OPERATING															
<p>If publicly traded, what is the stock ticker symbol and exchange the stock is traded on?</p> <p>Stock Exchange _____</p> <p>Stock Ticker Symbol _____</p> <p>Select the range that best reflects the customer's Annual Sales/Revenue?</p> <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> \$0 - \$100,000</td> <td><input type="checkbox"/> \$750,001 - \$1,000,000</td> </tr> <tr> <td><input type="checkbox"/> \$100,001 - \$250,000</td> <td><input type="checkbox"/> \$1,000,001 - \$2,500,000</td> </tr> <tr> <td><input type="checkbox"/> \$250,001 - \$500,000</td> <td><input type="checkbox"/> \$2,500,001 - \$5,000,000</td> </tr> <tr> <td><input type="checkbox"/> \$500,001 - \$750,000</td> <td><input type="checkbox"/> \$5,000,001 +</td> </tr> </table>	<input type="checkbox"/> \$0 - \$100,000	<input type="checkbox"/> \$750,001 - \$1,000,000	<input type="checkbox"/> \$100,001 - \$250,000	<input type="checkbox"/> \$1,000,001 - \$2,500,000	<input type="checkbox"/> \$250,001 - \$500,000	<input type="checkbox"/> \$2,500,001 - \$5,000,000	<input type="checkbox"/> \$500,001 - \$750,000	<input type="checkbox"/> \$5,000,001 +	<p>Is the customer publicly traded (applies to the highest hierarchy level of the customer's corporate structure, i.e.; the customer's parent)?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, on what stock exchange(s) are the shares of the customer?</p> <p>_____</p> <p>Are there any Ultimate Beneficial Owners (UBOs) meeting KYC ownership requirements?</p> <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> Yes, UBOs confirmed to 25% threshold</td> <td><input type="checkbox"/> Yes, UBOs confirmed to 10% threshold</td> </tr> <tr> <td><input type="checkbox"/> No, no UBOs meet the 25% threshold</td> <td><input type="checkbox"/> No, no UBOs meet the 10% threshold</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Not Required</td> </tr> </table>	<input type="checkbox"/> Yes, UBOs confirmed to 25% threshold	<input type="checkbox"/> Yes, UBOs confirmed to 10% threshold	<input type="checkbox"/> No, no UBOs meet the 25% threshold	<input type="checkbox"/> No, no UBOs meet the 10% threshold	<input type="checkbox"/> Not Required	
<input type="checkbox"/> \$0 - \$100,000	<input type="checkbox"/> \$750,001 - \$1,000,000														
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<input type="checkbox"/> Yes, UBOs confirmed to 25% threshold	<input type="checkbox"/> Yes, UBOs confirmed to 10% threshold														
<input type="checkbox"/> No, no UBOs meet the 25% threshold	<input type="checkbox"/> No, no UBOs meet the 10% threshold														
<input type="checkbox"/> Not Required															

PERSONAL /NON-OPERATING (WEALTH HOLDING VEHICLE)/CORPORATE TRUSTS

<p>Did you obtain the Governing Instrument (e.g. trust doc, will, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Governing Instrument Document Type?</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Trust Agreement</td> <td><input type="checkbox"/> Will</td> </tr> <tr> <td><input type="checkbox"/> Trustee Certificate</td> <td><input type="checkbox"/> LLC or Operating Agreement</td> </tr> <tr> <td><input type="checkbox"/> Letters of Testamentary/Letters of Administration/Short Certificate</td> <td><input type="checkbox"/> Partnership Agreement</td> </tr> </table> <p>What is the customer's total net worth?</p> <p><input type="checkbox"/> \$0 - \$1,000,000 <input type="checkbox"/> \$1,000,001 - \$3,000,000 <input type="checkbox"/> \$ 3,000,001 - \$5,000,000 <input type="checkbox"/> \$5,000,001 +</p> <p>What is the customer's net worth broken down by assets?</p> <p><input type="checkbox"/> \$0 - \$1,000,000 <input type="checkbox"/> \$1,000,001 - \$3,000,000 <input type="checkbox"/> \$ 3,000,001 - \$5,000,000 <input type="checkbox"/> \$5,000,001 +</p> <p>What is the customer's net worth broken down by liabilities?</p> <p><input type="checkbox"/> \$0 - \$1,000,000 <input type="checkbox"/> \$1,000,001 - \$3,000,000 <input type="checkbox"/> \$ 3,000,001 - \$5,000,000 <input type="checkbox"/> \$5,000,001 +</p> <p>What is the purpose of the vehicle? _____</p> <p>Is the entity an MTB managed vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<input type="checkbox"/> Trust Agreement	<input type="checkbox"/> Will	<input type="checkbox"/> Trustee Certificate	<input type="checkbox"/> LLC or Operating Agreement	<input type="checkbox"/> Letters of Testamentary/Letters of Administration/Short Certificate	<input type="checkbox"/> Partnership Agreement	<p>What is the name of the company /entity that created the vehicle? _____</p> <p>What is the net worth of the vehicle?</p> <p><input type="checkbox"/> \$0 - \$1,000,000 <input type="checkbox"/> \$1,000,001 - \$3,000,000 <input type="checkbox"/> \$ 3,000,001 - \$5,000,000 <input type="checkbox"/> \$5,000,001 +</p> <p>What is the customer's source of wealth?</p> <p><input type="checkbox"/> Business Revenue <input type="checkbox"/> Inheritance <input type="checkbox"/> Gift <input type="checkbox"/> Insurance Proceeds <input type="checkbox"/> Legal Settlement <input type="checkbox"/> Investment Proceeds <input type="checkbox"/> Savings <input type="checkbox"/> Lottery or Gaming Proceeds <input type="checkbox"/> Pension/IRA/Retirement <input type="checkbox"/> Occupational Earnings <input type="checkbox"/> Income from Earnings <input type="checkbox"/> Sale of Business <input type="checkbox"/> Real Estate <input type="checkbox"/> Spouse or Parent <input type="checkbox"/> Other _____</p> <p>What is the name of the customer's business(es)? _____</p> <p>Are there any Ultimate Beneficial Owners (UBOs) meeting KYC ownership requirements?</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Yes, UBOs confirmed to 25% threshold</td> <td><input type="checkbox"/> Yes, UBOs confirmed to 10% threshold</td> </tr> <tr> <td><input type="checkbox"/> No, no UBOs meet the 25% threshold</td> <td><input type="checkbox"/> No, no UBOs meet the 10% threshold</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Not Required</td> </tr> </table>	<input type="checkbox"/> Yes, UBOs confirmed to 25% threshold	<input type="checkbox"/> Yes, UBOs confirmed to 10% threshold	<input type="checkbox"/> No, no UBOs meet the 25% threshold	<input type="checkbox"/> No, no UBOs meet the 10% threshold	<input type="checkbox"/> Not Required	
<input type="checkbox"/> Trust Agreement	<input type="checkbox"/> Will												
<input type="checkbox"/> Trustee Certificate	<input type="checkbox"/> LLC or Operating Agreement												
<input type="checkbox"/> Letters of Testamentary/Letters of Administration/Short Certificate	<input type="checkbox"/> Partnership Agreement												
<input type="checkbox"/> Yes, UBOs confirmed to 25% threshold	<input type="checkbox"/> Yes, UBOs confirmed to 10% threshold												
<input type="checkbox"/> No, no UBOs meet the 25% threshold	<input type="checkbox"/> No, no UBOs meet the 10% threshold												
<input type="checkbox"/> Not Required													

NON-GOVERNMENT ORGANIZATION (NGO'S)/NOT FOR PROFIT (NFP)

What is the purpose of the organization?

<input type="checkbox"/> Charity	<input type="checkbox"/> Religious	<input type="checkbox"/> Other _____
<input type="checkbox"/> Foundation	<input type="checkbox"/> Clubs/Society	_____
<input type="checkbox"/> Education	<input type="checkbox"/> Cooperative	_____

GOVERNMENT

Did you obtain a printout from the Government Website?
 Yes No

BANK or NON-BANK or FFI															
<p>Did you obtain a copy of the Financial Institutions License/Registration? (NON-BANK and FFI ONLY)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>In what year was the Financial Institution's License/Registration issued? _____</p> <p>In what year does the Financial Institution's License/Registration expire? _____</p> <p>By what country/jurisdiction was the License/Registration issued? _____</p> <p>Banking Licensing type? (BANK and FFI ONLY)</p> <p><input type="checkbox"/> General Banking (Unrestricted)</p> <p><input type="checkbox"/> Restricted Banking (Not Offshore)</p> <p><input type="checkbox"/> Offshore Banking</p> <p>If bank is regulated, what is the bank's regulator website? (BANK & FFI ONLY) _____</p> <p>If publicly traded, what is the stock ticker symbol and exchange stock is traded on? (BANK & FFI ONLY)</p> <p>Stock Exchange _____</p> <p>Stock Ticker Symbol _____</p>	<p>If bank is government owned, did you obtain a printout from the Government Website? (BANK and FFI ONLY) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the customer publicly traded (applies to the highest hierarchy level of the customer's corporate structure, i.e.; the customer's parent)?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, on what stock exchange(s) are the shares of the customer? _____</p> <p>Patriot Act/Foreign Bank certification Date (MMDDYYYY)? (FFI ONLY) _____</p> <p>Select the range that best reflects the customer's Annual Sales/Revenue?</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> \$0 - \$100,000</td> <td><input type="checkbox"/> \$750,001 - \$1,000,000</td> </tr> <tr> <td><input type="checkbox"/> \$100,001 - \$250,000</td> <td><input type="checkbox"/> \$1,000,001 - \$2,500,000</td> </tr> <tr> <td><input type="checkbox"/> \$250,001 - \$500,000</td> <td><input type="checkbox"/> \$2,500,001 - \$5,000,000</td> </tr> <tr> <td><input type="checkbox"/> \$500,001 - \$750,000</td> <td><input type="checkbox"/> \$5,000,001 +</td> </tr> </table> <p>Are there any Ultimate Beneficial Owners (UBOs) meeting KYC ownership requirements?</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Yes, UBOs confirmed to 25% threshold</td> <td><input type="checkbox"/> Yes, UBOs confirmed to 10% threshold</td> </tr> <tr> <td><input type="checkbox"/> No, no UBOs meet the 25% threshold</td> <td><input type="checkbox"/> No, no UBOs meet the 10% threshold</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Not Required</td> </tr> </table>	<input type="checkbox"/> \$0 - \$100,000	<input type="checkbox"/> \$750,001 - \$1,000,000	<input type="checkbox"/> \$100,001 - \$250,000	<input type="checkbox"/> \$1,000,001 - \$2,500,000	<input type="checkbox"/> \$250,001 - \$500,000	<input type="checkbox"/> \$2,500,001 - \$5,000,000	<input type="checkbox"/> \$500,001 - \$750,000	<input type="checkbox"/> \$5,000,001 +	<input type="checkbox"/> Yes, UBOs confirmed to 25% threshold	<input type="checkbox"/> Yes, UBOs confirmed to 10% threshold	<input type="checkbox"/> No, no UBOs meet the 25% threshold	<input type="checkbox"/> No, no UBOs meet the 10% threshold	<input type="checkbox"/> Not Required	
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FUNDS																							
<p>Is the customer publicly traded (applies to the highest hierarchy level of the customer's corporate structure)?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, on what stock exchange(s) are the shares of the customer? _____ _____</p> <p>Select the range that best reflects the customer's Annual Sales/Revenue?</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> \$0 - \$100,000</td> <td><input type="checkbox"/> \$750,001 - \$1,000,000</td> </tr> <tr> <td><input type="checkbox"/> \$100,001 - \$250,000</td> <td><input type="checkbox"/> \$1,000,001 - \$2,500,000</td> </tr> <tr> <td><input type="checkbox"/> \$250,001 - \$500,000</td> <td><input type="checkbox"/> \$2,500,001 - \$5,000,000</td> </tr> <tr> <td><input type="checkbox"/> \$500,001 - \$750,000</td> <td><input type="checkbox"/> \$5,000,001 +</td> </tr> </table> <p>What type of fund is the customer?</p> <p><input type="checkbox"/> Mutual Fund (SEC registered)</p> <p><input type="checkbox"/> Hedge Fund</p> <p><input type="checkbox"/> Private Equity Fund</p> <p><input type="checkbox"/> Real Estate Fund</p> <p><input type="checkbox"/> Venture Capital Fund</p> <p><input type="checkbox"/> Private Investment Fund (Other)</p> <p><input type="checkbox"/> Common Trust Fund/Collective Trust Fund</p> <p><input type="checkbox"/> Offshore Fund</p> <p><input type="checkbox"/> Other (specify): _____</p>	<input type="checkbox"/> \$0 - \$100,000	<input type="checkbox"/> \$750,001 - \$1,000,000	<input type="checkbox"/> \$100,001 - \$250,000	<input type="checkbox"/> \$1,000,001 - \$2,500,000	<input type="checkbox"/> \$250,001 - \$500,000	<input type="checkbox"/> \$2,500,001 - \$5,000,000	<input type="checkbox"/> \$500,001 - \$750,000	<input type="checkbox"/> \$5,000,001 +	<p>What are the aggregate assets under management of the Investment Manager?</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> \$0 - \$25,000,000</td> <td><input type="checkbox"/> \$100,000,001 +</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> \$25,000,001 - \$100,000,000</td> </tr> </table> <p>Who is the target customer of the fund and method of marketing?</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Retail/Public Sale</td> <td><input type="checkbox"/> Institutional/Private Sale</td> </tr> <tr> <td><input type="checkbox"/> Institutional/Public Sale</td> <td><input type="checkbox"/> Government</td> </tr> </table> <p>Does the customer accept investments from Shell Banks?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Did you obtain an AML letter? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of fund? _____</p> <p>_____</p> <p>Name of fund manager? _____</p> <p>_____</p> <p>Are there any Ultimate Beneficial Owners (UBOs) meeting KYC ownership requirements?</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Yes, UBOs confirmed to 25% threshold</td> <td><input type="checkbox"/> Yes, UBOs confirmed to 10% threshold</td> </tr> <tr> <td><input type="checkbox"/> No, no UBOs meet the 25% threshold</td> <td><input type="checkbox"/> No, no UBOs meet the 10% threshold</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Not Required</td> </tr> </table>	<input type="checkbox"/> \$0 - \$25,000,000	<input type="checkbox"/> \$100,000,001 +	<input type="checkbox"/> \$25,000,001 - \$100,000,000		<input type="checkbox"/> Retail/Public Sale	<input type="checkbox"/> Institutional/Private Sale	<input type="checkbox"/> Institutional/Public Sale	<input type="checkbox"/> Government	<input type="checkbox"/> Yes, UBOs confirmed to 25% threshold	<input type="checkbox"/> Yes, UBOs confirmed to 10% threshold	<input type="checkbox"/> No, no UBOs meet the 25% threshold	<input type="checkbox"/> No, no UBOs meet the 10% threshold	<input type="checkbox"/> Not Required	
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EXPECTED ACCOUNT ACTIVITY

ANSWER FOR ALL ACCOUNT TYPES:

What is the purpose of the account?

- Primary Transaction Account Special Purpose Transaction Account
 Short Term Savings Long Term Savings

ANSWER FOR CHECKING AND SAVINGS:

Will any trade finance products or services be associated with this account (e.g. Letters of Credit)?

- Yes No

*THIRD PARTY
CUSTODIAN AGREEMENT*

What is the primary method you will use to access your account (choose one)?

- Cash Check Wire ACH
 Debit Card Purchases Transfers M&T Web Bill Pay

Will you frequently use your account for any transactions outside of the U.S. (including wires, ATM, purchases or electronic withdrawals)?

- Yes No

If Yes, which countries outside of U.S.? _____

What is the approximate number of transactions (include all deposits, withdrawals and purchases) that will be processed through your account monthly?

- Less than 100 Between 100 – 1000 1000 or more

For cash transactions, what is the approximate number of deposits, payments or withdrawals/advances you will be making monthly?

- None Less than 50 50 or more

What is the approximate number of monetary instruments (Official Checks, Money Orders or Travelers Checks) that will be purchased from or deposited into this account monthly?

- None Less than 50 50 or more

What is the approximate number of total wire transactions (incoming and outgoing) you will be making in the account monthly?

- None Less than 10 10 or more

What is the approximate number of preauthorized withdrawals, payments, and deposits (ACH transactions) you will do in this account monthly?

- None Less than 50 50 or more

Will this account be using Remote or Mobile Check Deposit?

- Yes No

Will you be using your account for internet casino or internet gaming transactions?

- Yes No

Record required information for Ultimate Beneficial Owners (UBOs) and Controlling Parties who are INDIVIDUALS below. (Print additional pages if needed).
 Note: Only enter UBO's who own 25% or more of a company. UBO's not required for Publicly Traded, Government, Bank (Domestic FI), NGO or NFP entities. Controlling Parties not required for Publicly Traded or Government entities. Not required to enter Controlling Parties related to the account. (Signer information is captured on resolution).

Ultimate Beneficial Owner or Controlling Party – Individual <input type="checkbox"/> UBO <input type="checkbox"/> Controlling Party <input type="checkbox"/> Both		
NAME	SOCIAL SECURITY #	DATE OF BIRTH
ADDRESS		% OF OWNERSHIP IF UBO
ROLE/TITLE IF CONTROLLING PARTY	COUNTRY(IES) OF CITIZENSHIP	COUNTRY OF RESIDENCE

Ultimate Beneficial Owner or Controlling Party – Individual <input type="checkbox"/> UBO <input type="checkbox"/> Controlling Party <input type="checkbox"/> Both		
NAME	SOCIAL SECURITY #	DATE OF BIRTH
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ROLE/TITLE IF CONTROLLING PARTY	COUNTRY(IES) OF CITIZENSHIP	COUNTRY OF RESIDENCE

Ultimate Beneficial Owner or Controlling Party – Individual <input type="checkbox"/> UBO <input type="checkbox"/> Controlling Party <input type="checkbox"/> Both		
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ROLE/TITLE IF CONTROLLING PARTY	COUNTRY(IES) OF CITIZENSHIP	COUNTRY OF RESIDENCE

Ultimate Beneficial Owner or Controlling Party – Individual <input type="checkbox"/> UBO <input type="checkbox"/> Controlling Party <input type="checkbox"/> Both		
NAME	SOCIAL SECURITY #	DATE OF BIRTH
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ROLE/TITLE IF CONTROLLING PARTY	COUNTRY(IES) OF CITIZENSHIP	COUNTRY OF RESIDENCE

Ultimate Beneficial Owner or Controlling Party – Individual <input type="checkbox"/> UBO <input type="checkbox"/> Controlling Party <input type="checkbox"/> Both		
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Ultimate Beneficial Owner or Controlling Party – Individual <input type="checkbox"/> UBO <input type="checkbox"/> Controlling Party <input type="checkbox"/> Both		
NAME	SOCIAL SECURITY #	DATE OF BIRTH
ADDRESS		% OF OWNERSHIP IF UBO
ROLE/TITLE IF CONTROLLING PARTY	COUNTRY(IES) OF CITIZENSHIP	COUNTRY OF RESIDENCE

Record required information for Controlling Parties that are ENTITIES below. (Print additional pages if needed). Controlling Parties are not required for Publicly Traded or Government entities. Not required to enter Controlling Parties related to the account. (Signer information is captured on resolution).

Controlling Party – Entity	
REGULATED ENTITY? <input type="checkbox"/> YES <input type="checkbox"/> NO	PUBLICLY TRADED? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF YES: NAME OF REGULATOR	IF YES: NAME OF THE PRIMARY EXCHANGE
ASSOCIATED COUNTRY OF REGULATOR	COUNTRY OF THE PRIMARY EXCHANGE
NAME OF CONTROLLING PARTY EIN	TRADING SYMBOL
ROLE/TITLE IF CONTROLLING PARTY	COUNTRY OF FORMATION
ADDRESS	

FOR BANK USE ONLY

Branch No. 2165 Open Date _____

Employee No. 33671

Does the customer have another deposit account open more than 30 days?
 Yes No

Owner Code 04 Sub-Owner Code 08

Mail Code 00 Tax Code PC

00 = Mail PC = Valid EIN
 06 = Foreign PF = Alien

Customer Contact (Delivery Channel): In-Person Mail Telephone

SOURCE OF INITIAL DEPOSIT

Check Bonds Currency (if more than \$10,000 in cash, check all of the following that apply):

Internal Transfer Travelers Checks Business Revenue

ACH Certified Checks Inheritance

Incoming Wire Mutual Funds / Broker Closing of another account

Proceeds from M&T Loan Sale of personal item

Other bank

Not willing to provide

ACCOUNT SPECIFICS

CHECKING

Simple Checking for Business (R6) Non-Profit Checking (Y2)

Advanced Business Checking (V0) Business Interest Checking (S2)

Biz Flex Checking (T4) Corporate (U2)

Medical Services Checking (V6) Corporate Checking w/int (U3)

IOLA/ IOLTA/MAHT /MJ-IOTA NOW (O2) Corp. Not-For-Profit NOW

Professional Services Checking (V7) Muni Investment NOW (N2)

Commercial Checking (T2) Other Subproduct Code _____

Account Number _____ Deposit Amount _____

SAVINGS

Commercial Money Market Savings (8G)

Commercial Statement Savings (7G)

Market Advantage for Business (8I)

Corporate Money Market Savings (8N)

Other Sub-Product Code 6G

Account Number 15004236648000 Deposit Amount _____

CERTIFICATE OF DEPOSIT

Sub-product _____ Interest Rate _____ Bonus Points _____ Term _____ Maturity Date _____ Single Maturity

Account Number _____ Deposit Amount _____

Interest Credit Period

Monthly (1M) Quarterly (1Q) Biannually (1S) Annually (1Y)

Interest Disposition _____

TA = Reinvest TT = Transfer to CO = Pay by check

Credit Account Number _____



PUBLIC FUNDS CERTIFIED RESOLUTION

ACCOUNT NUMBER 15004236648000

SAFE DEPOSIT BOX
BRANCH LOCATION (CC#) _____

SAFE DEPOSIT BOX
NUMBER _____

DEPOSITOR Oneida County

Investment Account

NAME Anthony Carvelli

ROLE/TITLE Commissioner of Finance

ADDRESS 800 Park Avenue

Utica, New York 13501

TELEPHONE 315-798-5750

EMAILADDRESS (if available) acarvelli@ocgov.net

U.S. SSN _____

COUNTRY(IES) OF CITIZENSHIP US

COUNTRY OF RESIDENCE US

DATE OF BIRTH 11/4/1956

SIGNATURE _____


NAME _____

ROLE/TITLE _____

ADDRESS _____

TELEPHONE _____

EMAILADDRESS (if available) _____

U.S. SSN _____

COUNTRY(IES) OF CITIZENSHIP _____

COUNTRY OF RESIDENCE _____

DATE OF BIRTH _____

SIGNATURE _____

NAME _____

ROLE/TITLE _____

ADDRESS _____

TELEPHONE _____

EMAILADDRESS (if available) _____

U.S. SSN _____

COUNTRY(IES) OF CITIZENSHIP _____

COUNTRY OF RESIDENCE _____

DATE OF BIRTH _____

SIGNATURE _____

NAME _____

ROLE/TITLE _____

ADDRESS _____

TELEPHONE _____

EMAILADDRESS (if available) _____

U.S. SSN _____

COUNTRY(IES) OF CITIZENSHIP _____

COUNTRY OF RESIDENCE _____

DATE OF BIRTH _____

SIGNATURE _____

I certify that Depositor named above has duly authorized the opening of a deposit account pursuant to the agreement on M&T Bank's Commercial Deposit Account Opening Request, and that I am duly authorized to act on behalf of Depositor; that Depositor is:

- an agency or department of the United States,
- an agency, division or department of the State of _____,
- a State of New York local government entity (county, town, village),
- a school district,
- a fire district, or
- other _____

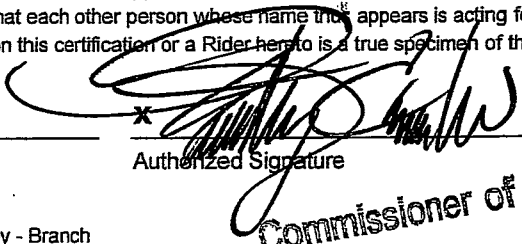
duly organized and validly existing under the laws of the State of New York; and, if applicable, that the resolutions set forth below or provided separately to M&T Bank have been duly adopted by the Board of Depositor, at a meeting duly called and held on _____, that each of such resolutions is in full force and effect and none has been rescinded, revoked, or modified; and that none of such resolutions nor any action pursuant thereto will violate any law, rule, regulation, charter, by-law or agreement by which Depositor is governed, constituted or bound. RESOLVED, that:

1. Manufacturers and Traders Trust Company ("M&T Bank"), a New York banking corporation, is hereby designated a depository for this entity (the "Depositor") and the officers or employees named herein or on a Rider hereto are hereby authorized to open one or more deposit accounts from time to time (each an "Account") on behalf of Depositor.
2. M&T Bank may purchase, give credit for, cash, accept, certify and pay from funds on deposit in the Account, without inquiry, all items signed, drawn, accepted or endorsed on behalf of Depositor, whether under a title, the words "Authorized Signature" or otherwise, with the actual or purported facsimile signature of any one of the officials whose names, capacities and specimen signatures appear above or on a Rider hereto, or his or her successor in office (each an "Authorized Signer"), regardless of the circumstances under which the signature shall have become affixed so long as the signature is the actual signature of an Authorized Signer or resembles the facsimile signature of an Authorized Signer previously certified to M&T Bank. Depositor shall indemnify M&T Bank against all claims, damages, liabilities, costs and expenses (including, but not limited to, attorneys' fees and disbursements) incurred by M&T Bank in connection with honoring any signature of any Authorized Signer (including any facsimile signature that resembles the facsimile signature of an Authorized Signer previously certified to M&T Bank) or any refusal to honor the signature of any person who is not an Authorized Signer. Depositor acknowledges and agrees that any requirement of Depositor that any item or other instrument for the payment of money signed, drawn, accepted or endorsed on behalf of Depositor bear the signature of more than one Authorized Signer is solely an internal requirement of Depositor and imposes no duty of enforcement on M&T Bank.
3. Any Authorized Signer may, on behalf of Depositor, transact with and through M&T Bank all such business as he or she deems advisable upon such terms as he or she deems proper, including, but not limited to, obtaining an undertaking and pledge of collateral for uninsured balances in the Account, entering into custodial agreements concerning such collateral, obtaining such loans and other extensions of credit as may be consistent with applicable law, discounting, selling, assigning, delivering and negotiating items; guaranteeing the obligations of others pursuant to applicable law, applying for letters of credit, electronic funds transfers, capital markets products, automated clearing house ("ACH") payments, cash management, trust and investment products and any other services or transactions, and, in compliance with all applicable law and procedures, pledging, hypothecating, assigning, mortgaging, encumbering, granting security interests in and otherwise creating liens upon Depositor's property, whether real or personal, tangible or intangible ("Property"), as security for loans and other extensions of credit, and in connection with any such transaction of business do all acts or other things as he or she shall deem proper including, but not limited to, signing, drawing, accepting, executing and delivering items, guarantees, assignments, pledges, hypothecations, receipts, waivers, releases and other instruments, agreements and documents, making and receiving delivery of Property, accepting, receiving, withdrawing and waiving demands and notices and incurring and paying liabilities, costs and expenses.
4. In the event an Authorized Signer acting on behalf of Depositor shall apply to or contract with M&T Bank for any electronic funds transfer service that M&T Bank may make available to Depositor, including, but not limited to, any service that contemplates M&T Bank's execution of payment orders initiated by Depositor for the wire or ACH transfer of funds to or from an Account of Depositor, such Authorized Signer shall be empowered on behalf of Depositor to designate one or more persons (who may, but need not be, Authorized Signers), each of whom, acting alone, shall be authorized on behalf of Depositor to transmit payment orders to M&T Bank for the transfer of funds to or from Depositor's Account.
5. Each person identified as an Authorized Signer, and each person or persons designated by an Authorized Signer to act on behalf of Depositor (who may, but need not be, Authorized Signers), shall have the power and authority to transact business and bind Depositor through electronic medium (e.g., the Internet) and M&T Bank may rely on any of the following to the same extent as the actual signature and proof of identity of each such person to bind Depositor: any electronic signature or digital signature, under applicable law, of such person; any identifier issued by M&T Bank, its affiliates or any other party (e.g., Personal Identification Number associated with ATM or other card or any access device) to such person; or any other criteria that M&T Bank may reasonably rely on which may serve as an indicator of authentication for such person.

I further certify that each person whose name appears above or on a Rider hereto opposite an office has been duly elected or appointed to and now holds such office of Depositor, that each other person whose name appears is acting for Depositor in the capacity opposite such other person's name; and that each signature on this certification or a Rider hereto is a true specimen of the signature of the person whose signature it purports to be.

5-26-17

Date



Authorized Signature

Commissioner of Finance

Clerk

Title



CERTIFICATE OF AUTHORITY
for
Oneida County, New York

I, Mikale Billard, the duly appointed Clerk of the Board of Legislators of Client (as defined below) authorized to certify the approved actions of the Oneida County Board of Legislators (the "Client"), a [] corporation [] general partnership [] limited partnership [] limited liability company [] sole proprietorship [X] Municipal Corporation organized or operating under the laws of the State of New York, hereby certify that a meeting of Client's Board of Directors or other governing body (the "Board") duly called and held, or by unanimous written consent or other method provided by applicable law or governing document, the following resolutions were duly adopted and remain in full force and effect:

RESOLVED, that the Client hereby authorizes:

Title: Commissioner of Finance

Title: Deputy Commissioner

Title:

Title:

Title:

(each an "Authorized Officer" and collectively, the "Authorized Officers"), or any one of them, in the name and on behalf of the Client, to complete, execute and deliver to the Global Capital Markets division of M&T Bank or any subsidiary or affiliate thereof, including, but not limited to, Wilmington Trust, National Association (collectively, "M&T Bank") agreements in a form acceptable to such Authorized Officer for the provision of custody, escrow, trust, funds transfer, investment management and investment advisory services, including any amendments and agreements or other documents related thereto and to execute or effect transactions under and give notices, certifications and instructions with respect to such agreements, as such Authorized Officer deems necessary or appropriate from time to time; and it is further

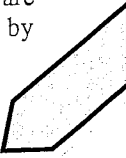
RESOLVED, that Client hereby ratifies and confirms all actions taken by it prior to the date hereof in connection with such agreements executed and delivered to M&T Bank; and it is further

RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized to designate from time to time the accounts subject to such agreements, and designate from time to time the individuals who may execute or effect transactions under and give notices, certifications and instructions with respect to such agreements, such individuals designated as "Authorized Representatives;" and it is further

RESOLVED, that M&T Bank be and hereby is authorized to rely on the actual or purported signatures of any of Client's Authorized Officers and Authorized Representatives. Until M&T Bank has actually received and had a reasonable time to act on written notice from Client revoking such authority; M&T Bank shall be entitled to rely on the authority granted herein; and it is further

RESOLVED, that Client shall defend, indemnify and hold M&T Bank harmless from and against all liabilities, costs, and expenses (including, but not limited to, attorneys' fees and disbursements) incurred by M&T Bank in connection with the honoring of any signature, instruction or action of any Authorized Officer or Authorized Representative, or the refusal to honor any signature, instruction or action of any person who is not an Authorized Officer or Authorized Representative of Client; and it is further

RESOLVED, that these resolutions supercede all prior resolutions on the subject to which they pertain, and shall remain in full force and effect and binding upon Client until M&T Bank has actually received and had a reasonable time to act on any subsequent Certificate of Authority; provided, that these resolutions are limited in application to the services specified herein provided by the Global Capital Markets division of M&T Bank and do not supercede or affect in any way the continuing validity of other resolutions provided to M&T Bank in regard to accounts that are serviced or services that are provided by any other division or department of M&T Bank, including but not limited to accounts and services provided by Commercial Deposit Services and Treasury Management Services.



IN WITNESS WHEREOF, I have executed this Certificate of Authority this ____ day of _____, ____.

Signature:

Mikale Billard

Name:

Clerk of the Board of Legislators

Title:

"Wilmington Trust" is a service mark encompassing the trust and investment business of M&T Bank and of some of M&T Bank's subsidiaries and affiliates, serving individual and institutional clients. The subsidiaries and affiliates include Wilmington Trust Company (operating only in Delaware), Wilmington Trust, N.A., Wilmington Trust Investment Advisors, Inc., and Wilmington Trust Investment Management LLC, as well as several other investment advisor affiliates. For additional information regarding the Wilmington Trust brand, underlying entities, or products and services offered, please visit our web site at www.wilmingtontrust.com.



CERTIFICATE OF AUTHORITY
for
Oneida County, New York

I, Anthony R Carvelli the duly appointed Commissioner of Finance of Client (as defined below) authorized to certify the approved actions of Oneida County, New York (the "Client"), a [] corporation [] general partnership [] limited partnership [] limited liability company [] sole proprietorship [X] Government organized or operating under the laws of New York, hereby certify that a meeting of Client's Board of Directors or other governing body (the "Board") duly called and held, or by unanimous written consent or other method provided by applicable law or governing document, the following resolutions were duly adopted and remain in full force and effect:

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Title:

(each an "Authorized Officer" and collectively, the "Authorized Officers"), or any one of them, in the name and on behalf of the Client, to complete, execute and deliver to the Global Capital Markets division of M&T Bank or any subsidiary or affiliate thereof, including, but not limited to, Wilmington Trust, National Association (collectively, "M&T Bank") agreements in a form acceptable to such Authorized Officer for the provision of custody, escrow, trust, funds transfer, investment management and investment advisory services, including any amendments and agreements or other documents related thereto and to execute or effect transactions under and give notices, certifications and instructions with respect to such agreements, as such Authorized Officer deems necessary or appropriate from time to time; and it is further

RESOLVED, that Client hereby ratifies and confirms all actions taken by it prior to the date hereof in connection with such agreements executed and delivered to M&T Bank; and it is further

RESOLVED, that the Authorized Officers are, and each of them is, hereby authorized to designate from time to time the accounts subject to such agreements, and designate from time to time the individuals who may execute or effect transactions under and give notices, certifications and instructions with respect to such agreements, such individuals designated as "Authorized Representatives;" and it is further

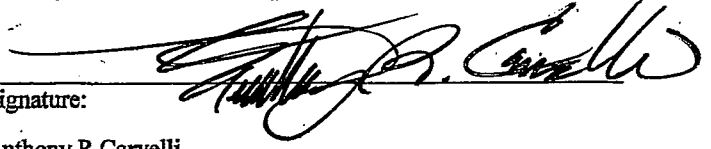
RESOLVED, that M&T Bank be and hereby is authorized to rely on the actual or purported signatures of any of Client's Authorized Officers and Authorized Representatives. Until M&T Bank has actually received and had a reasonable time to act on written notice from Client revoking such authority; M&T Bank shall be entitled to rely on the authority granted herein; and it is further

RESOLVED, that Client shall defend, indemnify and hold M&T Bank harmless from and against all liabilities, costs, and expenses (including, but not limited to, attorneys' fees and disbursements) incurred by M&T Bank in connection with the honoring of any signature, instruction or action of any Authorized Officer or Authorized Representative, or the refusal to honor any signature, instruction or action of any person who is not an Authorized Officer or Authorized Representative of Client; and it is further

RESOLVED, that these resolutions supercede all prior resolutions on the subject to which they pertain, and shall remain in full force and effect and binding upon Client until M&T Bank has actually received and had a reasonable time to act on any subsequent Certificate of Authority; provided, that these resolutions are limited in application to the services specified herein provided by the Global Capital Markets division of M&T Bank and do not supercede or affect in any way the continuing validity of other resolutions provided to M&T Bank in regard to accounts that are serviced or services that are provided by any other division or department of M&T Bank, including but not limited to accounts and services provided by Commercial Deposit Services and Treasury Management Services.

MAY 26, 2017

IN WITNESS WHEREOF, I have executed this Certificate of Authority this _____ day of ~~April~~, 2017.

Signature: 

Anthony R Carvelli

Name:

Commissioner of Finance

Title:

"Wilmington Trust" is a service mark encompassing the trust and investment business of M&T Bank and of some of M&T Bank's subsidiaries and affiliates, serving individual and institutional clients. The subsidiaries and affiliates include Wilmington Trust Company (operating only in Delaware), Wilmington Trust, N.A., Wilmington Trust Investment Advisors, Inc., and Wilmington Trust Investment Management LLC, as well as several other investment advisor affiliates. For additional information regarding the Wilmington Trust brand, underlying entities, or products and services offered, please visit our web site at www.wilmingtontrust.com.



CERTIFICATE OF INCUMBENCY

I hereby certify that I am the Commissioner of Finance of Oneida County, New York ("Client"), and that in that capacity, I am authorized to execute and deliver this Certificate of Incumbency in the name and on behalf of Client. I further certify that each of the following individuals is the duly elected, qualified and acting incumbent of the office set forth opposite his or her name (each an "Authorized Officer"), and the specimen signature below is the genuine signature of such Authorized Officer:

Table with 5 columns: Name, Phone, Title, E-mail Address, Signature. Row 1: Anthony R Carvelli, 315.798.5750, Commissioner of Finance, acarvelli@ocgov.net, [Signature]. Row 2: Kathy Pilbeam, 315.798.5756, Deputy Commissioner, kpilbeam@ocgov.net, [Signature].

I further certify that each of the following individuals has been duly designated by an Authorized Officer as an authorized representative (each an "Authorized Representative") of the Client, and the specimen signature below is the genuine signature of such Authorized Representative:

Table with 5 columns: Name, Phone, Title, E-mail Address, Signature. (Empty rows)

IN WITNESS WHEREOF, I have executed this Certificate of Incumbency this 26 day of May 2017.

[Signature]
Signature:
Anthony R Carvelli
Name:
Commissioner of Finance
Title:

"Wilmington Trust" encompasses the trust and investment business of M&T Bank and of some of M&T Bank's subsidiaries and affiliates, serving individual and institutional clients. The subsidiaries and affiliates include Wilmington Trust Company (operating only in Delaware), Wilmington Trust, N.A., Wilmington Trust Investment Advisors, Inc., and Wilmington Trust Investment Management LLC, as well as several other investment advisor affiliates. For additional information regarding the Wilmington Trust brand, underlying entities, or products and services offered, please visit our web site at www.wilmingtontrust.com.

MUTUAL FUND DISCLOSURE, CONSENT AND DIRECTION FORM

Account Name: Oneida County New York (the "Account")

As the issuer, borrower or other authorized person ("Authorized Person") with respect to the Account designated above, the undersigned hereby certifies, acknowledges and agrees as follows:

1. Authorized Person has full authority to execute and deliver this Disclosure, Consent and Direction Form and to make the acknowledgments, authorizations and agreements set forth herein.
2. Authorized Person understands that the Wilmington Funds ("Affiliated Funds"), including the Affiliated Funds listed below, are advised by Wilmington Funds Management Corporation and Wilmington Trust Investment Advisors, Inc. (collectively, "Adviser"), affiliates of M&T Bank and Wilmington Trust, National Association (collectively, the "Bank"). The other mutual funds listed below are advised by parties not affiliated with the Bank ("Third Party Funds"; Affiliated Funds and Third Party Funds, including the money market mutual funds designated below, are collectively referred to herein as "Funds").

Authorized Person further understands that Adviser, the Bank and their affiliates (collectively, the "Company") provide investment management, shareholder services, administrative services, and services under 12b-1 plans to the Affiliated Funds and may also provide certain services to Third Party Funds. The Company is entitled to receive compensation for any distribution and non-distribution related services that it provides to Funds.

The Funds' prospectuses describe the fees that the Company currently receives from the Funds

The Company may also receive payments from the distributor or the investment adviser (or one of its affiliates) of a Fund for the support or services the Company provides with respect to the Fund. These payments: (i) are not charged against the assets of a Fund; (ii) are in addition to the service fees and other fees described above that the Bank may receive from a Fund; and (iii) are described in the prospectuses for the Funds.

Payments received by the Company from or with respect to the Funds may create an incentive for the Bank to make shares of the Funds available to the Account.

Subject to and in accordance with the terms of the instruments and agreements governing the Account, Authorized Person authorizes and directs the Bank, in its capacity as trustee or agent under the Account, to invest the Account cash balances identified below in shares of one of the following money market mutual funds [check only one]:

		CUSIP
<input type="checkbox"/>	<u>Wilmington U.S. Government Money Market Fund – Select Share Class</u>	97181C704
<input type="checkbox"/>	<u>Blackrock Liquidity Fed Fund – Administrative Share Class</u>	09248U445
<input type="checkbox"/>	<u>Federated Government Obligations Fund – Capital Share Class</u>	608919809
<input type="checkbox"/>	<u>Goldman Sachs Financial Square Government Fund – Preferred Share Class</u>	38141W240
<input type="checkbox"/>	<u>Blackrock Treasury Trust Fund – Administration Share Class</u>	09248U452
<input type="checkbox"/>	<u>Federated Treasury Obligations Fund – Capital Share Class</u>	60934N823
<input type="checkbox"/>	<u>Goldman Sachs Financial Square Treasury Obligations Fund – Preferred Share Class</u>	38141W281

3. Additional money market mutual fund options available upon request.
4. Authorized Person understands that such Authorized Person could lose money by investing in a money market mutual fund. Although a money market mutual fund seeks to preserve the value of Authorized Person's investment at \$1.00 per share, it cannot guarantee that it will do so. An investment in a money market mutual fund is not a deposit of a bank and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency and may fluctuate in value. The money market mutual fund's sponsor has no legal obligation to provide financial support to a money market mutual fund, and Authorized Person should not expect that the sponsor will provide financial support to a money market mutual fund at any time.
5. Authorized Person has received and read the prospectuses for the Funds, understands the information disclosed above and in the Funds' prospectuses, and hereby authorizes and approves: (a) the investment of Account funds in mutual funds that pay fees to the Company, as provided above in paragraph 2; and (b) the Company's performance of services for and receipt of compensation from the Funds in addition to the Bank's receipt of compensation for services provided to the Account.

~~Anthony R Carvelli~~
 (Name of Authorized Person)

By: _____
 Name: Anthony R Carvelli
 Title: Commissioner of Finance

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Oneida County, New York		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 800 Park Avenue, 5th Floor	Requester's name and address (optional)	
	6 City, state, and ZIP code Utica, New York 13501		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)											
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p>Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">[] [] [] - [] [] - [] [] [] []</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">15 - 6000460</td> <td></td> </tr> </table>	Social security number		[] [] [] - [] [] - [] [] [] []		or		Employer identification number		15 - 6000460	
Social security number											
[] [] [] - [] [] - [] [] [] []											
or											
Employer identification number											
15 - 6000460											

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.</p>	
Sign Here	Signature of U.S. person ▶
	Date ▶ 6-26-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail: ofa@ocgov.net

August 31, 2017

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

FN 20 17-344

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

[Signature]
Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES

Date 9/28/17

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Contract Amendment between GTL, Incorporated d/b/a Link to Life, located at 27475 Meadowbrook Road, Novi, Michigan 48377-3532, and the Oneida County Office for the Aging and Continuing Care, located at 120 Airline Street, Suite 201, Oriskany, New York 13424. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

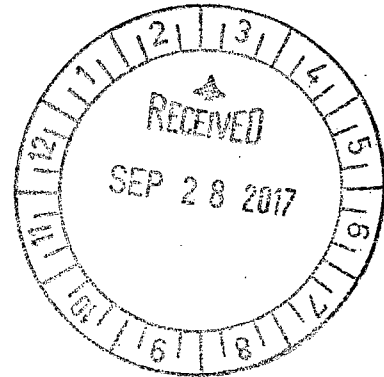
The purpose for this Amendment is to add additional device rentals, particular mobile PERS units, as well as private pay options for Personal Emergency Response Systems (PERS). No additional funds will be added to this Amendment. The terms of this Agreement will commence upon execution and terminate March 31, 2019.

I am available at your convenience to respond to any questions which you may have regarding this Agreement.

Sincerely,

[Signature]

Michael J. Romano
Director



MJR/jc

Enclosure

Oneida Co. Department: Office for the Aging

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

**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:

Upon execution through March 31, 2019

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:

\$ 93,240.00

Account #: A6774.495.99

Oneida County Dept. Funding Recommendation: \$93,240.00

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

Federal: 0% (\$0)

State: 75% (\$69,930.00)

County: 25% (\$23,310.00)

Cost Per Client Served:

\$14.00 – Rental per month for Landline Device

\$23.00 – Rental per month for Cellular Device

\$26.00 – Rental per month for Mobile Device

\$5.00 – Additional fee per Spouse

\$6.00 – Additional fee for Fall Detection Device

\$0.00 – Installation Fee

PRIVATE PAY ONLY:

\$22.00 - Rental per month for Landline Device

\$29.00 – Rental per month for Cellular Device

\$31.00 – Rental per month for Mobile Device

\$5.00 – Additional fee per Spouse

\$6.00 – Additional fee for Fall Detection Device

\$50.00 – Installation Fee

Past Performance Data: N/A

O.C. Department Staff Comments: The purpose of this Amendment is to add the private pay pricing amounts as well as add mobile device pricing amounts for EISEP clients.

AMENDMENT

THIS AGREEMENT is by and between GTL, Inc., DBA Link to Life, a domestic business corporation with its principal offices located at 27475 Meadowbrook Road, Novi, Michigan 48377, 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 1351, through its Oneida County Office for the Aging and Continuing Care, located at 120 Airline Street- Suite 201, Oriskany, New York 13424, hereinafter collectively known as the "County."

WHEREAS, the parties hereto entered into an Agreement that was fully executed on August 16, 2017 (County contract no. 16744), hereinafter referred to as the "Original Agreement," a copy of which is annexed hereto as "Exhibit A;" and

WHEREAS, there are Oneida County residents who are not eligible for services under the Expanded In-home Services for the Elderly Program (EISEP), but wish to use the Personal Emergency Response System (PERS); and

WHEREAS, the County wishes to establish rates with the Contractor to provide PERS for Oneida County residents that do not qualify for services under EISEP but wish to pay privately for PERS; and

WHEREAS, the County wishes to add a mobile device services option to the PERS program; and

WHEREAS, the Contractor is willing to provide these services;

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

A. This amendment shall be effective from the date of execution.

B. Paragraph 4(B) of the Original Agreement shall be amended to read as follows:

1. The County shall reimburse the Contractor for monitoring and rental equipment for each client authorized and referred by the County at the following rates:

- a) \$14.00 per month per landline unit;
- b) \$23.00 per month per cellular unit;
- c) \$26.00 per month per mobile device services;
- d) \$5.00 per month for an additional fall pendant for their spouse; and
- e) \$6.00 per month for an automatic fall detection device.
- f) Oneida County EISEP clients will not be charged an installation fee.

2. Residents of Oneida County who wish to receive PERS services but are not eligible under EISEP shall pay privately at the following rates:

- a) A one-time \$50.00 fee for the installation of PERS equipment;
- b) \$22.00 per month per landline unit;
- c) \$29.00 per month per cellular unit;
- d) \$31.00 per month per mobile device; and
- e) \$6.00 per month for an automatic fall detection device.

3. The total payments for this Agreement will not exceed Ninety-three Thousand, Two Hundred Forty Dollars (\$93,240.00)

C. All other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have hereunto set their hand on the date respectively stated.

CONTRACTOR



Jeffery S. Prugh, Chief Executive Officer/President
GTL, Incorporated

9/15/17

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director

9/20/17

Date

Approved:

By: _____
Maryangela Scalzo, Esq.
Assistant County Attorney

Date

AGREEMENT

THIS AGREEMENT, made by and between **GTL, INCORPORATED, D/B/A LINK TO LIFE**, a domestic business corporation organized and existing under the laws of the State of New York, with its principal offices at 27475 Meadowbrook Road, Novi, Michigan 48377, hereinafter known as "**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 department of **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter known as the "**COUNTY**," collectively, 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, NYSOFA - EISEP, CSEP, CSI, SNAP, HICAP, MIPPA/SHIP, and County of Oneida funds; and

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of the Expanded In-home Service for the Elderly Program and the Caregiver Support III-E Program; 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 upon execution and terminate March 31, 2019.

B. This Agreement may be renewed for four (4) additional one (1) year periods upon mutual, written consent of both parties and in the best interest of Oneida County. Rates in

subsequent periods may be adjusted upon written request with a minimum of ninety (90) days' notice to the county and acceptable supporting documentation.

2. SCOPE OF SERVICES- EISEP/III-E SERVICES

A. The CONTRACTOR has available 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 agrees to 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 CONTRACTOR is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. CONTRACTOR shall use CONTRACTOR'S best efforts to perform the services such that the results are satisfactory to the COUNTY. CONTRACTOR shall be solely responsible for communications with the client or 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. CONTRACTOR may, at CONTRACTOR'S own expense, employ or engage the services of such employees, subcontractors and/or partners as CONTRACTOR deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be employees of the COUNTY, and the COUNTY shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. CONTRACTOR shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the COUNTY, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

C. CONTRACTOR acknowledges and agrees that CONTRACTOR and its employees, subcontractors and/or partners 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 for EISEP/III-E Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support III grants.

B. The COUNTY agrees to reimburse the CONTRACTOR the rates of \$14.00 per month per landline unit and \$23.00 per month per cellular unit for monitoring and rental of PERS equipment. A fee of \$5.00 will be charged for an additional fall pendant for their spouse. A fee of \$6.00 will be charged for an automatic fall detection device. Private pay clients will be charged a one-time fee of \$50.00 for the installation of the PERS equipment; clients authorized and referred by the COUNTY will not be charged an installation fee. The total payments for this Agreement will not exceed Ninety-Three Thousand Two Hundred Forty Dollars (\$93,240.00).

C. The COUNTY funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions, attached hereto as APPENDIX C.

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

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

F. 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 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

A. The CONTRACTOR shall not be required to attend or undergo any training by the COUNTY. 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 employees, subcontractors and/or partners to the COUNTY shall be that of independent contractors. The CONTRACTOR and its employees, subcontractors and/or partners shall not be considered employees of the COUNTY for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The CONTRACTOR and its employees, subcontractors and/or partners, 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. CONTRACTOR and COUNTY agree that 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 employees, subcontractors and/or partners 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 CONTRACTOR, nor its employees, subcontractors and/or partners, 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 employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to CONTRACTOR'S self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The COUNTY shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). CONTRACTOR shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

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

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

H. The CONTRACTOR agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACTS

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

B. The CONTRACTOR agrees to 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.

1-5 17

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

A. 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.

9. STANDARD ASSURANCES

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 New York State Office for the Aging (NYSOFA), and the County of Oneida, 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 handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject 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 New York State Office for the Aging and the Oneida County Office for the

Aging and Continuing Care. 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 should 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. NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS

A. The CONTRACTOR agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- 1) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination);
- 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;
- 5) Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
- 6) Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.);
- 7) Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors);
- 8) Equal Access to Services and Targeting Policy (12-PI-08);
- 9) 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 New York State Office for the Aging.

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

A. The CONTRACTOR agrees to implement the COUNTY'S grievance procedures as required by the New York State Office for the Aging. 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 COUNTY Voucher Instructions, refer to APPENDIX C.

C. The COUNTY will be responsible for sending monthly donation letters and collecting client contributions for all clients who attend Office for the Aging and Continuing Care funded day care program. Any contributions received by the CONTRACTOR for Office for the Aging and Continuing Care funded client, 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 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 contract is terminated.

J. The CONTRACTOR shall follow close-out procedures administered by the COUNTY in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

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 actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the 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 or independent subcontractors. The CONTRACTOR shall be solely responsible for the safety and protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the CONTRACTOR or not.

14. INSURANCE COVERAGE REQUIREMENTS

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

2) The COUNTY shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

F. Business Auto 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 Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The

CONTRACTOR agrees to have the 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 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. 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 other than the CGL, Auto Liability, and Employers Liability maintained by the COUNTY.

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) annual aggregate.

I. Workers Compensation and Employers 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 Worker's 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 Requirements paragraphs.

K. Payment(s) to the CONTRACTOR may be suspended in the event the CONTRACTOR and its sub-contractors, if any, fails to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: 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 Commercial General Liability, Business Auto Liability or Workers Compensation and Employers 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, April 2011, as established by the New York State Office for the Aging (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 New York State Office for the Aging'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 patient's records and files.

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

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

16. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the COUNTY shall coordinate referrals.

B. The CONTRACTOR and the COUNTY shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

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

17. AGREEMENT CANCELLATION

A. 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 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 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 neither this Agreement nor any other shall 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

A. 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

A. The CONTRACTOR agrees to comply with the County's Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as APPENDIX D.

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

A. 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

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.

24. 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.

25. AUTHORITY TO ACT/SIGN

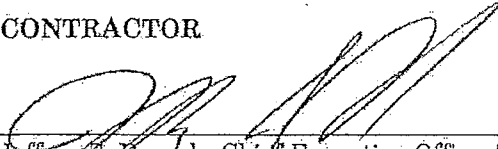
A. The CONTRACTOR hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by CONTRACTOR of this Agreement and the consummation of the transactions contemplated herein have been duly 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

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.

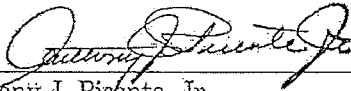
CONTRACTOR



Jeffery S. Prough, Chief Executive Officer/President
GTL, Incorporated

6/8/17
Date


COUNTY OF ONEIDA



Anthony J. Picente, Jr.
County Executive

Aug 16, 2017
Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director
Oneida County Office for the Aging

6/13/17
Date

Approved:



Maryangela Scalzo, Esq.
Assistant County Attorney

June 16, 2017
Date

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
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)
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 Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of
1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local 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 Other
Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-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, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20)
(Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the
Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State
Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable
Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

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 Dissatisfaction with 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, a reassessment has determined services are 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
2015-2016
Voucher Instructions
For Units of Services Contracts

Complete the Oneida County voucher (8-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
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.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant; the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters, As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective clients in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
 1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (0), (0), (d), (0), (0).
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. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. Health Insurance Portability and Accountability Act (HIPAA). When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
 1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.
5. **Non-Assignment Clause.** 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 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.
11. **Identifying Information and Privacy Notification.**
 - a. **Identification Number(s).** Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim

for payment, must give the reason or reasons why the payee does not have such number or numbers.

- b. **Privacy Notification.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The 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. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.
12. **Conflicting Terms.** 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.**
 - a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
 - b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.
 15. **Compliance with New York State Information Security Breach and Notification Act.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).
 16. **Gratuities and Kickbacks.**
 - a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

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

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

17. **Audit.**

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.
- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **Certification of compliance with the Iran Divestment Act.**

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate

that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH


ADMINISTRATION

Phone: (315) 798-6400 ☎ Fax: (315) 266-6138 ☎ Email: publichealth@ocgov.net

July 31, 2017

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

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

FN 20 12-3450

Anthony J. Picente, Jr.
County Executive
HEALTH & HUMAN SERVICES
WAYS & MEANS Date 9/25/17

Dear Mr. Picente:

Re: C-030113 Drinking Water Enhancement

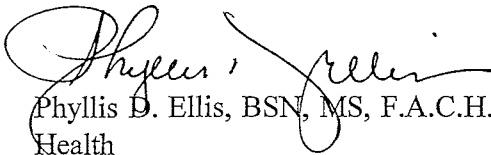
Attached is a Master Contract amendment between Oneida County through its Health Department and the New York State Department of Health for the provision of the Drinking Water Enhancement Program. This funding supports the capacity of the local health department to perform initiatives in the area of drinking water protection under the Public Water System Supervision Program (PWSSP).

This agreement is for the time period of April 1, 2015 through March 31, 2020. This five year grant was to have provided \$126,782 annually for all five years of the grant. This amendment agreement allow for an increase of the 2017 allocation to \$149,878.

This is a program mandated by Public Health Law.

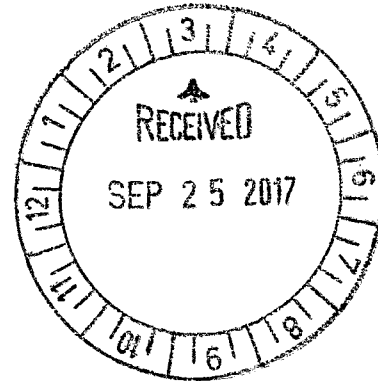
If this contact amendment meets with your approval, please forward to the Board of Legislators.

Sincerely,



Phyllis D. Ellis, BSN, MS, F.A.C.H.E Director of Health

Attachments
pb



Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Health
Regional Environmental Health Director
Syracuse Regional Office
217 South Salina Street, Third Floor
Syracuse, New York 13202
John Strepelis, P.E., M.E. (C-030113)

Title of Activity or Service: Drinking Water Enhancement Program

Proposed Dates of Operation: April 1, 2015 to March 31, 2020

Client Population/Number to be Served: Preschool Students with Disabilities

Summary Statements

- 1) **Narrative Description of Proposed Services:** The Oneida County Health Department provides services necessary to assure the safety of drinking water by assisting operators with water systems in their development of an annual water quality report. Staff provides technical assistance to water system operators and also to homeowners and other non-public water system operators if problems arise or new systems are developed. Guidance and interpretation of well-water and septic system regulations is also provided.
- 2) **Program/Service Objectives and Outcomes:** The goal is to ensure that the public is protected from illness and injury resulting from waterborne disease and contamination that may be naturally occurring or human caused.
- 3) **Program Design and Staffing:** multiple staff are cross trained to assist and provide support in this program under the direction of the Environmental Health Director.

Total Funding Requested: \$657,006 **Account #** 4018.101
A3417

Oneida County Dept. Funding Recommendation: \$657,006

Proposed Funding Sources (Federal \$/ State \$/County \$): County
State: \$657,006

Cost Per Client Served:

Past Performance Data: \$

O.C. Department Staff Comments: This amendment represents \$23,096 in addition to the original amount of \$633, 910 previously awarded under this contract.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Department of Health Bureau of Water Supply Protection Corning Tower, Room 1110 Empire State Plaza Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450000</p> <p>CONTRACT NUMBER: C030113</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Drinking Water Enhancement Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County 800 Park Ave Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County Health Department 185 Genesee Street, 4th Floor Utica, NY 13501</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:3001000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: EPTL #3</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 04/01/2015 To: 03/31/2020</p> <p>CURRENT CONTRACT PERIOD: From: 04/01/2015 To: 03/31/2020</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$ 633,910</p> <p>AMENDED: \$ 657,006</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	04/01/2015 - 03/31/2016	\$ 126,782		
2	04/01/2016 - 03/31/2017	\$ 126,782		
3	04/01/2017 - 03/31/2018	\$ 126,782	04/01/2017 - 03/31/2018	\$ 149,878
4	04/01/2018 - 03/31/2019	\$ 126,782		
5	04/01/2019 - 03/31/2020	\$ 126,782		

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|---|---|
| <input type="checkbox"/> Attachment A: | <input type="checkbox"/> A-1 Program Specific Terms and Conditions |
| | <input type="checkbox"/> A-2 Federally Funded Grants and Requirements Mandated by Federal Laws |
| <input checked="" type="checkbox"/> Attachment B: | <input type="checkbox"/> B-1 Expenditure Based Budget <input type="checkbox"/> B-2 Performance Based Budget |
| | <input type="checkbox"/> B-3 Capital Budget <input type="checkbox"/> B-4 Net Deficit Budget |
| | <input checked="" type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) |
| | <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) |
| | <input type="checkbox"/> B-3(A) Capital Budget (Amendment) |
| | <input type="checkbox"/> B-4(A) Net Deficit Budget (Amendment) |
|
 | |
| <input type="checkbox"/> Attachment C: Work Plan | |
| <input type="checkbox"/> Attachment D: Payment and Reporting Schedule | |
| <input type="checkbox"/> Other: | |

Contract Number: # C030113

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Oneida County of

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of Health

By: _____

Michael J. Cambridge

Printed Name

Title: Deputy Director, Ctr for Env Health

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

May 1, 2017

City/County Commissioners of Health
Public Health Directors

Re: Drinking Water Enhancement Program
For 4/1/17 - 3/31/18 Grant Period

Dear Commissioner/Public Health Director:

The New York State enacted budget for State Fiscal Year 2017-18 (SFY17-18) includes an appropriation of \$5,017,000 for services and expenses related to the water supply protection program commonly known as the Drinking Water Enhancement (DWE) Program. The county-by-county grant allocations for SFY17-18 are listed in the enclosed table. In addition to the \$5,017,000, we anticipate approval of an additional \$1,000,000 to be available for this program for SFY17-18. These anticipated amounts are also listed in the enclosed table.

SFY17-18 marks the third year of a five-year contract. To be considered for funding, your City/County must submit as soon as possible, but no later than June 14, 2017, the following documents:

1. Attachment B-1, Expenditure Based Budget
2. Attachment C, Work Plan

Fillable budget and work plan templates will be e-mailed to City/County Environmental Health Directors and Fiscal Staff. Please complete the templates without making any changes to the wording in the Objective and Tasks columns in the work plan. **Please complete the budgets for the full anticipated amount, inclusive of the allocation from the \$1,000,000 appropriation. The completed budget and work plan must be sent to the Regional Environmental Health Director for review and approval.** Upon approval, the Regional Environmental Health Director will forward the documents to the Bureau of Water Supply Protection for processing. As soon as the additional \$1,000,000 is approved, the Bureau of Water Supply Protection will be required to formally amend the contract and will be sending contract amendments to each county for signature.

During the administration of the DWE Program, all audit obligations in accordance with MB, 2 CFR, Chapter I, Chapter II, Part 200, per Attachment A-1, section (H)(3)(b) must be met. Noncompliance with these requirements can delay the processing of contracts and vouchers.

Please note, a budget modification to any budget category that is equal to or greater than 10 percent of the total budget must be submitted to the Office of the State Comptroller (OSC) for approval. A contract amendment must be completed, and shall be effective only upon approval by OSC. The budget categories are:

1. Personal Services
2. Non-personal services minus equipment

3. Equipment

Please note that quarterly expenditure reports must accompany each quarterly voucher submission and that the dollar amount requested on the voucher cannot exceed the dollar amount of the expenditure report. No voucher can be processed until all approvals are in place. All completed quarterly Standard Vouchers and expense reports should be submitted directly to:

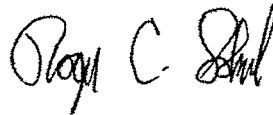
anthony.mamone@health.ny.gov

or

Anthony Mamone
Bureau of Water Supply Protection
Corning Tower, Room 1110
Empire State Plaza
Albany NY, 12237

We look forward to working with your staff to successfully implement your approved work plan for this upcoming year. If you or your staff have any questions, please contact your Regional Field Coordinator or Regional Director of Environmental Health.

Sincerely,



Roger Sokol
Director
Division of Environmental Health Protection

cc: M. Cambridge
Teresa Boepple-Swider
C. Jones Rafferty
L. Ahmed
A. Bonamici
C. Westerman
J. Strepelis
R. Swider
City/County Environmental Health Directors
Regional Field Coordinators

SFY 17-18 Drinking Water Enhancement Program Allocations

Local Health Unit	Contract Number	2017 Allocation	2017 Allocation with Additional \$1M
ALBANY	C-030093	\$105,712	\$119,411
ALLEGANY	C-030094	\$102,823	\$115,232
BROOME	C-030095	\$133,097	\$159,011
CATTARAUGUS	C-030096	\$132,009	\$157,437
CAYUGA	C-030097	\$109,973	\$125,572
CHAUTAUQUA	C-030098	\$145,102	\$176,370
CHEMUNG	C-030099	\$103,048	\$115,558
CHENANGO	C-030100	\$106,111	\$119,988
CLINTON	C-030101	\$125,868	\$148,557
COLUMBIA	C-030102	\$133,269	\$159,258
CORTLAND	C-030103	\$97,241	\$107,162
DUTCHESS	C-030104	\$273,419	\$361,920
ERIE	C-030105	\$135,506	\$162,493
GENESEE	C-030106	\$85,922	\$90,789
LIVINGSTON	C-030107	\$97,880	\$108,085
MADISON	C-030108	\$108,745	\$123,797
MONROE	C-030109	\$138,611	\$166,984
NASSAU	C-030110	\$145,955	\$177,604
NEW YORK CITY	C-030111	\$285,235	\$379,007
NIAGARA	C-030112	\$91,246	\$98,493
ONEIDA	C-030113	\$126,782	\$149,878
ONONDAGA	C-030114	\$115,407	\$133,430
ORANGE	C-030115	\$229,093	\$297,823
ORLEANS	C-030116	\$107,516	\$122,020
OSWEGO	C-030117	\$140,232	\$169,327
PUTNAM	C-030118	\$194,244	\$247,430
RENSSELAER	C-030119	\$136,556	\$164,013
ROCKLAND	C-030120	\$112,895	\$129,797
SCHENECTADY	C-030121	\$89,768	\$96,355
SCHOHARIE	C-030122	\$96,270	\$105,758
SENECA	C-030123	\$92,849	\$100,810
SUFFOLK	C-030124	\$187,597	\$237,818
TIOGA	C-030125	\$105,903	\$119,687
TOMPKINS	C-030126	\$135,820	\$162,947
ULSTER	C-030127	\$201,819	\$258,384
WESTCHESTER	C-030128	\$186,477	\$236,199
WYOMING	C-030129	\$101,000	\$112,596
Total		\$5,017,000	\$6,017,000

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Drinking Water Enhancement

CONTRACTOR SFS PAYEE NAME: Oneida County Health Department

CONTRACT PERIOD From: 4/1/2017

To: 3/31/2018

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$ 97,602.55	\$ -	0.00%	\$ -	\$ 97,602.55
b) Fringe	\$ 52,275.45	\$ -	0.00%	\$ -	\$ 52,275.45
Subtotal	\$ 149,878.00	\$ -	0.00%	\$ -	\$ 149,878.00
2. Non Personal Services					
a) Contractual Services	\$ -	\$ -	0.00%	\$ -	\$ -
b) Travel	\$ -	\$ -	0.00%	\$ -	\$ -
c) Equipment	\$ -	\$ -	0.00%	\$ -	\$ -
d) Space/Property & Utilities	\$ -	\$ -	0.00%	\$ -	\$ -
e) Operating Expenses	\$ -	\$ -	0.00%	\$ -	\$ -
f) Other	\$ -	\$ -	0.00%	\$ -	\$ -
Subtotal	\$ -	\$ -	0.00%	\$ -	\$ -
TOTAL	\$ 149,878.00	\$ -	0.00%	\$ -	\$ 149,878.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL**

POSITION/TITLE	SALARY				NUMBER OF MONTHS	TOTAL
	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK HOURS	PERCENT OF EFFORT FUNDED			
Env. Health Dir.	\$ 96,092.00	7.00	0.05		12.0	\$ 4,804.60
Sr PH Sanitarian	\$ 74,580.00	7.00	0.40		12.0	\$ 29,832.00
Sr PH Sanitarian	\$ 55,998.00	7.00	0.65		12.0	\$ 36,398.70
PH Tech II	\$ 39,128.00	7.00	0.52		12.0	\$ 20,346.56
PH Tech I	\$ 34,425.00	7.00	0.31		6.0	\$ 5,335.88
PH Tech I	\$ 34,425.00	7.00	0.10		3.0	\$ 884.81
7.						\$ -
8.						\$ -
9.						\$ -
10.						\$ -
11.						\$ -
12.						\$ -
13.						\$ -
14.						\$ -
15.						\$ -
Subtotal						\$ 97,602.55
FRINGE - TYPE/DESCRIPTION 53.56%						
Fringe (FICA, WC, Unemp, HI, retirement = 53.56%)						\$ 52,275.45
PERSONAL SERVICES TOTAL						\$ 149,878.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION		TOTAL
1.	\$	-
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL	\$	-

TRAVEL - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL	\$	-

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		\$ -
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ -

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION		TOTAL
1.		\$ -
2.		
3.		
TOTAL		\$ -
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION		TOTAL
1		\$ -
2		
3		
TOTAL		\$ -
TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.		\$ -
2.		

3.	TOTAL	\$	-
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ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.		\$ -
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ -

OTHER - TYPE/DESCRIPTION		TOTAL
1.		\$ -
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ -

**ATTACHMENT C – WORK PLAN
SUMMARY**

PROJECT NAME: Drinking Water Enhancement Grant
CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY HEALTH DEPARTMENT
CONTRACT PERIOD: From: April 1, 2017
To: March 31, 2018

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

The following is a listing of program areas (both existing areas as well as new initiatives) which must be addressed in the work plan developed for the Drinking Water Enhancement grant, unless otherwise noted. Annual Local Health Department (LHD) program assessments shall be utilized in identifying special programmatic emphases and correcting programmatic deficiencies. Please note that for each of those tasks/activities that are quantifiable, the work plan must identify the anticipated output level. The work plan for State Fiscal Year (SFY) 17-18 should be developed for the 12-month period (4/1/2017 – 3/31/2018).

Note: All program activities must be conducted in accordance with the applicable federal and state laws and regulations as well as applicable New York State Department of Health policies and procedures.

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
1. Addressing Public Health Hazards/Outbreak Investigations		<ul style="list-style-type: none"> a. Investigate water borne disease outbreaks, potentially attributable to drinking water, and other drinking water emergencies, ensuring that corrective action is taken to eliminate identified public health hazards. 	
2. Complaint Investigation		<ul style="list-style-type: none"> a. Respond to each consumer complaint within 24 hours whenever a potential health hazard is indicated and within a timely fashion in other situations. b. Require timely correction of any identified problems/issues. 	
3. Emergency Response Plans & Vulnerability Assessments		<ul style="list-style-type: none"> a. Assure all applicable systems have updated Emergency Response Plans (ERPs) and Vulnerability Assessments (VAs) in place. b. Review/endorse updates to VAs and ERPs. c. Assess and note progress in implementing ERP/VA recommendations and other basic security issues during sanitary surveys of applicable systems. 	<p><i>(Provide 1) current number of systems required to have a VA/ERP and 2) number of systems required to update their VA/ERP in SFY 17-18.) Both systems are required to complete the Cyber Security VA by 1-1-18.</i></p> <ul style="list-style-type: none"> 1) 2 2) (MVWA) (Rome)

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
4. Rule Implementation		<p>a. Provide oversight, technical assistance, assure follow-up sampling for all MCL violations or triggers is conducted, and take appropriate enforcement actions for Part 5 requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> i. Total Coliform Rule/Revised Total Coliform Rule ii. Surface Water Treatment Rule iii. Interim Enhanced, Long Term 1, and Long Term 2 Enhanced Surface Water Treatment Rules iv. Stage 1/Stage 2 Disinfectants and Disinfection By-products Rules v. Radiological Rule vi. Arsenic Rule vii. Ground Water Rule viii. Lead and Copper Rule ix. Filter Backwash Rule x. POCs/SOCs/IOCs/Nitrate Rules <p>b. Identify ground water sources under the direct influence of surface water (GWUDI) and take appropriate compliance and enforcement actions, in accordance with PWS-42, the Log Removal/Inactivation Fact Sheet, and Generic GWUDI Design documents.</p> <p>c. Implement new rules/regulations as promulgated, notify water systems, implement monitoring programs and identify deficiencies that water systems may experience with new standards.</p>	<p>(Provide number of systems, 1) requiring a GWUDI assessment and 2) systems requiring appropriate treatment)</p> <ul style="list-style-type: none"> 1) 0 2) 18 require treatment, all in compliance
OBJECTIVE	BUDGET	TASKS	PERFORMANCE MEASURES

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
5. Compliance and Enforcement	CATEGORY	<p>a. Track general water supply compliance (MCLs/M&R), including citing violations, enforcement against public health hazards and significant non-compliers (based on the Enforcement Targeting Tool), in accordance with ADM 2 and PWS 239.</p> <p>b. Assure required public notifications are performed and reported.</p>	
6. Sanitary Surveys		<p>a. Conduct sanitary surveys in accordance with PWS-180, PWS-181, PWS-184 and other appropriate guidance. The following priority and frequency will be used:</p> <ul style="list-style-type: none"> i. Annual <ul style="list-style-type: none"> 1. Unfiltered (Filtration Avoidance Systems) 2. All Systems with Disinfection Waivers 3. New Systems (on Startup) 4. Systems with unresolved health based violations 5. Systems with compliance schedules in effect ii. Three Years <ul style="list-style-type: none"> 1. Community Systems (Surface/Ground Water) 2. Purchase systems with treatment iii. Five Years <ul style="list-style-type: none"> 1. Community Ground Water systems with effective 4-log treatment 2. Purchase systems without treatment 3. Non-Transient Systems (Surface/Ground Water) 4. Transient Non-Community Systems (Surface/Ground Water) iv. Permitted Facilities with Individual Water Systems v. Bottled/Bulk Water Facilities (If Applicable) 	<p>(Provide the number of current systems and the number of sanitary surveys to be conducted in each category.)</p> <ul style="list-style-type: none"> 1) 0/0 2) 11/11 3) As needed 4) 3/3 5) 2/2 <ul style="list-style-type: none"> 1) SW/GU=11/1; GW=19/5 2) 7/0 <ul style="list-style-type: none"> 1) 15/7 2) 6/0 3) SW/GU=0/0; GW=2/1 4) SW/GU=13/10; GW=63/46

7. Water System Planning, Siting, Treatment and Approval		<p>a. Assure systems have cross connection control plans.</p> <p>b. Assure systems practicing fluoridation are properly constructed and operated at "optimum" levels, and submit DOH-360CFL forms to the Bureau of Water Supply Protection.</p> <p>c. Assist in promoting, identifying and implementing Drinking Water State Revolving Fund (DWSRF) projects.</p> <p>d. Conduct plan review in accordance with PWS-131 and appropriate guidance, including new source reviews, comment on Water Withdrawal Applications (formerly Water Supply Applications), promote specific system improvements, and assure the review and approval of back flow prevention devices.</p>	<p>(Provide the number of systems that are 1) required to have a cross connection control plan and 2) number of systems with adequate plans.) 1) 50; 2) 11</p> <p>(Provide the number of systems that fluoridate.) 2: MVWA; Clinton</p> <p>(Provide the number of projects on the DWSRF Annual List.) 14 systems with projects</p>
8. Operation and Quality Control		<p>a. Review and log Monthly Operation Reports (MORs) within 15 days of receipt. Assure MORs are being submitted and appropriate enforcement action is taken for late/missing MORs.</p> <p>b. Assure Annual Water Quality Reports (AWQR) (including SWAP summaries) are adequately completed and distributed by community water systems.</p> <p>c. Review Certified Operator applicants, assure proper certification and assist in operator training.</p>	<p>(Provide the number of systems required to submit an MOR.) 134</p> <p>(Provide the number of systems required to submit an AWQR.) 50</p>
OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
9. Waivers, Variances and		a. Review Disinfection Waivers in accordance with	(Provide the number of

Exemptions		<p>WSP-201. Where necessary, waivers must be revoked and technical assistance and regulatory oversight provided in the planning, design and installation of disinfection/treatment facilities.</p>	<p><i>disinfection waived systems, all of which require an annual sanitary survey.</i> 10 waived systems</p>
10. SDWTS/Data Collection		<p>a. Utilize, in full, the Safe Drinking Water Information System (SDWIS) as specified below: (Procurement of hardware/software to improve connectivity and performance is an eligible budgetary expense while costs for ancillary local databases are not eligible.)</p> <ul style="list-style-type: none"> i. Add and maintain inventory data, sample points and schedules; enter all compliance and surveillance sample result data; enter violation and enforcement information including return to compliance; maintain sanitary survey information including tracking of significant deficiencies; implement new rule requirements. ii. Correct deficiencies, reconcile all existing data errors and address new errors (located on the SDWIS Add-Ons Quality Report) at least on a monthly basis. iii. Support implementation of electronic drinking water reporting, demonstrating readiness with test water systems and system groups prior to full implementation. 	
OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
11. Capacity Development		<p>a. Perform capacity reviews, under the Capacity Development program, for any new system (using</p>	

		<p>PWS-210), existing systems (using the Capacity Development Program Strategy Report from 2000), and systems applying for DWSRF assistance (using the most recent Intended Use Plan).</p>	
		<p>a. Conduct Drinking Water Quality Surveillance monitoring in accordance with WSP-30.</p> <p>i. Bacteriological – Community (One per year) ~ 58</p> <p>ii. Bacteriological – Non-Community (One whenever the system is inspected) ~ 97</p> <p>iii. Inorganic Chemicals (LHD Discretion) 11 collected January 2017; 19 requested for early 2018</p> <p>iv. Organic Chemicals – VOC/SOC (LHD Discretion) 11 collected January 2017; 19 requested for early 2018</p> <p>v. Organic Chemicals – DBPs (LHD Discretion) 0</p> <p>vi. Radiological (LHD Discretion) 0</p> <p>vii. Other (be specific) 0</p>	<p>(Provide the number of samples to be collected and analyzed for each category.)</p>
<p>13. Technical Assistance</p>	<p>BUDGET CATEGORY</p>	<p>TASKS</p> <p>a. Provide advice regarding water quality and quantity issues and long-term solutions to these problems.</p>	<p>PERFORMANCE MEASURES</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
14. Program Management		<ul style="list-style-type: none"> b. Maintain a working knowledge of Appendix 5-B and Appendix 5-D. Provide technical assistance to public water systems, property owners, contractors and the public regarding installation, maintenance and operation of water supply wells. a. Maintain the necessary professional engineering capacity to review engineering plans and specifications. b. Maintain the necessary technical expertise to be able to perform the requirements of this work plan including conducting sanitary surveys and other assessments of public water systems (e.g. participation in the Basic Environmental Health Program, sanitary survey trainings and other trainings offered by the Department.) c. Attend a minimum of two training sessions involving water supply issues that are scheduled or announced by the Department, including special regional and Conference of Environmental Health Director meetings (by the Director of Environmental Health and/or appropriate drinking water staff.) 	

15. Notifications		<p>a. Notify public water systems of their annual monitoring responsibilities using sample schedules from SDWIS and reports developed by the Department.</p>	<p><i>(Provide the number of systems receiving notifications)</i> 155</p>
16. Reporting		<p>a. A final status report of work plan activities (through 3/31/2018) is due to the Regional Office by June 30, 2018. This provision shall survive the term or termination of this contract.</p>	
17. Optional Programs		<p>Optional programs may be included (e.g. petroleum bulk storage tank inspections, Onsite Wastewater Treatment System inspection program, provide training for engineers/water operators, education and outreach on public water supplies (Tap Water Taste Contest), collection of compliance samples for PWSs, etc.) It is expected that the mandatory objectives 1 – 15 of this work plan be completed before any of these optional program are provided.</p>	<p><i>(Provide any additional program information that may be paid for under this grant including number and type of activity.)</i></p> <ul style="list-style-type: none"> • AWQR for 50 systems • Drinking water taste contest • Lead in schools • Lead technical guidance for systems & public

06-07-17

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

August 28, 2017

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

FN 20

17-346

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

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.
County Executive

Date 9/13/17

Dear Mr. Picente:

WAYS & MEANS

Attached are three (3) copies of an Agreement between Oneida County through its Health Department (OCHD) – Public Health Emergency Preparedness Program and Health Research, Inc.

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 for improvement, train staff and coordinate public and media communications.

The term of this Agreement shall become effective on July 1, 2017 through June 30, 2018. Total reimbursement from Health Research Inc, for these grant funded services will not exceed \$133,665 during the term of the contract.

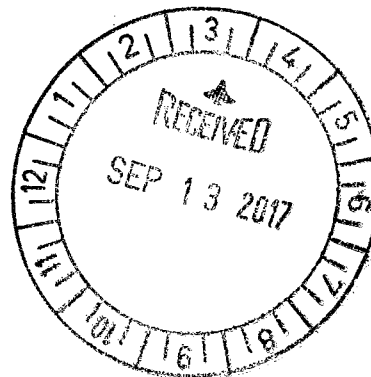
This grant supports a program mandated by Public Health Law.

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

Sincerely,

Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
pb



Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Health Research, Inc.
Riverview Center
150 Broadway, Suite 516
Menands, NY 12204-2719

Title of Activity or Service: Public Health Emergency Preparedness

Proposed Dates of Operation: July 1, 2017 through, June 30, 2018

Client Population/Number to be Served: Residents of Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services**
Public Health Emergency Preparedness is now a core, mandated public health program.
- 2) **Program/Service Objectives and Outcomes:** Coordinate plans, conduct drills and exercises, identify and follow up on areas for improvement, train staff and coordinate public and media communications, working alongside County and community partners.
- 3) **Program Design and Staffing:** Program funding supplements the county funded Public Health mandated activities and services.

Total Funding Requested: Not to exceed \$133,665

Expense Account: A4092

Revenue Account: A3481

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

AGREEMENT

This Agreement, made this 3rd day of August, 2017 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY 12204, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County through the Health Department
185 Genesee St.
Adirondack Bank Building
Utica, NY 13501 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 1NU90TP9219240100, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:
Public Health Emergency Preparedness Program

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

"Contract Start Date": 07/01/2017 "Contract End Date": 06/30/2018

"Total Contract Amount": \$133,665

"HRI Project Director": Primeau, Mr. Michael

"Required Voucher Frequency": Monthly "FAIN Number": NU90TP921924

"HRI Contract Number": 1577-11

"Catalog of Federal Domestic Assistance Number": 93.074 ("This contract is "Federally" funded.")

"Budget Flexibility Percentage": 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

- Exhibit A – "Scope of Work"
- Exhibit B – "Budget"
- Exhibit C – "Reporting/Vouchering Instructions"
- Exhibit D – "Prime Federal Award Information" (if checked) [X]
- Attachment A – "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) [X]
- Attachment C – "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc.

Oneida County through the Health Department
Federal ID: 15-6000460-
DUNS#: 075814186

Cheryl A. Mattox
Name: Cheryl A. Mattox
Title: Executive Director

Name:
Title:

Exhibit A

**New York State Department of Health / Health Research Inc.
Hospital Preparedness Program**

**Deliverables
July 1, 2017 – June 30, 2018**

All deliverables will be communicated electronically and posted on the New York State Department of Health (NYSDOH) Health Commerce System. Recipients will be expected to perform activities in support of the annual deliverables posted.

Documents will be entitled as follows:

- Public Health Emergency Preparedness Program, Local Health Department (LHD) Deliverables

**New York State Department Of Health
Health Research, Inc. - Public Health Emergency Preparedness Program
EXHIBIT B**

Contractor : Oneida County
Contract Period : July 1, 2017 - June 30, 2018
Federal ID # : 15-6000460
DUNS (D&B) # : 07-581-4186
Contract # : 1577-11
HRI Account # : 15-0689-06

Voucher frequency: Monthly

The use of these funds must adhere to the approved activities as specified in your work plan / deliverables.

Instructions:

Original Budget: Enter your requested budget amounts in the Original Budget column; the Revised Budget column is linked to the totals from each individual budget page. Do not use the Restricted row. Your total Original Budget cannot exceed your total allocation amount. The Modification and Revised Budget columns will be used for future budget modification requests, if needed.

Budget Modification: Do not make any changes to the Summary Budget. The Revised Budget column is linked to the totals from each budget page and the Modification column will calculate the difference. The Total of the Modification column must be zero unless the Modification is a Contract Amendment.

SUMMARY BUDGET

Budget Categories	Original Budget	Modification	Revised Budget
SALARIES / PERSONNEL	\$ 48,451	\$ -	\$ 48,451
FRINGE BENEFITS	\$ 25,984	\$ -	\$ 25,984
SUPPLIES	\$ 12,238	\$ -	\$ 12,238
TRAVEL	\$ 10,000	\$ -	\$ 10,000
EQUIPMENT		\$ -	\$ -
MISCELLANEOUS	\$ 9,972	\$ -	\$ 9,972
CONTRACTUAL / CONSULTANT	\$ 27,020	\$ -	\$ 27,020
ADMINISTRATIVE COSTS		\$ -	\$ -
SUBTOTAL	\$ 133,665	\$ -	\$ 133,665
RESTRICTED (For NYSDOH use only)			
TOTAL :	\$ 133,665	\$ -	\$ 133,665

Special Requirements: (also see Attachment B: Program Specific Clauses)

Budget increases or changes to contract personnel, new equipment, and new or increased costs of contractual / consultant agreements require prior approval.

The use of federal preparedness grant funds to support emergency communications activities must comply with current SAFECOM guidance for emergency communications grants. SAFECOM guidance is available at www.safecomprogram.gov.

Reason for Proposed Changes (for budget modifications):

Initial Budget

Salaries / Personnel

Contractor: Oneida County
 Contract Period: July 1, 2017 - June 30, 2018

NOTE: Prohibition on Supplanting of Funds – funds under this program may not be used to replace or supplant any existing obligations. If adding new staff, include details showing how the staff are being added without supplanting. Add start and end dates if staff are being added or removed mid-year.

Number of pay periods per year (12 / 24 / 26) : 26
 Number of hours in full-time agency work week : 35

(1)	(2)	(3)	(4)	(5)	(6)
Position Title/Incumbent Name(s) Salaried Employees <small>List only those positions funded on this contract. If salary for position will change during the contract period, use additional lines to show salary levels for each period of time.</small>	Hours Worked Per Week <small>Total hours worked per week, regardless of funding source.</small>	Annual Salary <small>Salary for 12 months regardless of funding source.</small>	# of pay periods funded on this contract	% of effort funded by this contract	Amount Requested
Lisa Worden, Program Analyst (7/1/17 - 12/31/17)	35	\$62,301	13.00	30.00%	\$ 9,345
Lisa Worden, Program Analyst (1/1/18 - 6/30/18)	35	\$62,647	13.00	30.00%	\$ 9,397
Michelle Edic, Data Processing Clerk (7/1/17 - 12/31/17)	35	\$29,140	13.00	50.00%	\$ 7,285
Michelle Edic, Data Processing Clerk (1/1/18 - 6/30/18)	35	\$30,223	13.00	50.00%	\$ 7,556
Donna Kistner, Principal Clerk (7/1/17 - 12/31/17)	35	\$49,451	13.00	30.00%	\$ 7,418
Donna Kistner, Principal Clerk (1/1/18 - 6/30/18)	35	\$49,667	13.00	30.00%	\$ 7,450
					\$ -
					\$ -
					\$ -
Position Title/Incumbent Name(s) Hourly Employees <small>List only those positions funded on this contract. If hourly rate for position will change during the contract period, use additional lines to show hourly</small>	Number of Hours dedicated solely to this contract per week	Hourly Rate	Number of weeks	n/a	Amount Requested
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Salaries Requested :					\$ 48,451

If you need assistance building a formula for the salary calculation in column 6, please contact the Grants Administration at: btld@health.ny.gov

Position Descriptions

Contractor: Oneida County
Contract Period: July 1, 2017 - June 30, 2018

For each position listed on the summary budget page, provide a description of the duties supported by this contract.

Name: Lisa Worden
Title: Program Analyst
Contract Duties : The incumbent will assist in the coordination of emergency preparedness activities within the Department and with other local community agencies and providers in the development of emergency action plans to address various public health emergencies. The incumbent will assist in the implementation and reporting of grant deliverables and participate in drills and exercises to gauge success in the implementation of various plans, submission of After Action Reports with deficiencies and timeframes for their correction. The incumbent will participate in the preparation and management of grant budget and funds to meet grant deliverables

Name: Michelle Edic
Title: Data Processing Clerk
Contract Duties : Incumbent performs selected information verifying skills for quality assurance and accuracy. They also process data/information regarding ECLRS, CDESS, and syndromic surveillance. This individual works closely with the Director of Clinical Services and staff of the department's Communicable Disease Program.

Name: Donna Kistner
Title: Principal Clerk
Contract Duties : The Principal Clerk will primarily provide administrative and clerical support for Program Analyst/PHERP Coordinator, Director of Health and Director of Clinical Services in implementation of grant deliverables and other PHEP activities including coordination of partnership planning meetings, tracking and coordinating PHERP trainings, plan and policy development, record keeping, maintenance of H1N Communications Directory and other Departmental key emergency contacts lists. Activities will also include assisting in the logistics for community engagement meetings, PODs, and other PHERP clerical/administrative duties as needed. This position is responsible for the duties of the previous P/T Sr. Clerk position that was vacated in February 2015.

Name:
Title:
Contract Duties :

Name:
Title:
Contract Duties :

Name:
Title:
Contract Duties :

Name:
Title:
Contract Duties :

Name:
Title:
Contract Duties :

Name:
Title:
Contract Duties :

Fringe Benefits

Contractor: Oneida County
 Contract Period: July 1, 2017 - June 30, 2018

FRINGE BENEFITS	
1. Does your agency have a federally approved fringe benefit rate? **Contractor must attach a copy of federally approved rate agreement.**	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Total salary expense based on most recent audited financial statements:	Approved Rate (%) : _____ Amount Requested (\$) : _____
3. Total fringe benefits expense based on most recent audited financial statements:	Complete 2-7 below.
4. Agency Fringe Benefit Rate: (amount from #3 divided by amount from #2)	\$ 81,732,296
5. Date of most recently audited financial statements: <i>Attach a copy of financial pages supporting amounts listed in #2 and #3.</i>	\$45,259,399
6. Requested rate and amount for fringe benefits:	55.38%
	12/31/15
	Rate Requested (%) : 53.63%
	Amount Requested (\$) : \$ 25,984
7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.	

Supplies

Contractor: Oneida County
Contract Period: July 1, 2017 - June 30, 2018

SUPPLIES : *Provide a justification for all supplies, including a description of how it relates to specific program objectives. Please refer to the Equipment section for guidance on items with a unit cost of \$5,000 or more.*

<u>Item Description</u>	<u>Amount</u>
Office materials and supplies	\$ 8,238
Program Supplies.	\$ 4,000

Total Supplies Requested: \$ 12,238 ✓

Justification

Office supplies and equipment for (e.g., pens, pencils, three hole punchers, pads, post-its, fax/copier paper, notebooks, staples, scotch tape, flip-chart pads, magic markers, folders, binders, report covers, etc.). This includes supplies and electronic devices which will be purchased for collaboration building and emergency planning meetings, presentations, PODS, drills and/or public health emergencies.

Program supplies such as medical supplies, PPE, POD vests, signs, reference books, educational materials and supplies, software, badging equipment. POD, Employee Training and Community Engagement supplies as detailed in the justification below. Also to include resources to support collaborative planning and training with Onondaga County Medical Examiner's office for mass fatality support (e.g., body bags, tags, training supplies). COOP planning resources and kit items, vaccine storage coolers. Equipment and supply items that do not exceed \$1,000 for supplies or \$100 for electronics such as: mobile printers, speakers, routers, computer hardware, scanners, carts, tables, medical equipment, paper cutters, shredders, and other electronic devices and/or office equipment, cell phone and tablet equipment and accessories, badging equipment, etc.

Travel

Contractor: Oneida County
Contract Period: July 1, 2017 - June 30, 2018

Travel: *Include staff and conference travel, as well as travel to regional meetings and training sessions. Contractors without reimbursement policies should use New York State travel reimbursement policy.*

<u>Purpose/Destination</u>	<u>Amount</u>
Mileage and Travel costs to PODS, conferences, regional meetings, and PHERP-related meetings and events.	\$ 10,000

Total Travel Requested: \$ 10,000

Is mileage requested (personal auto or agency auto)

 x Yes
 No

Justification

Personal auto mileage, travel, lodging and meals for Staff participating in PODs, Clinics, mass vaccination and other community emergency preparedness efforts including in-person and/or web-based local, regional and national meetings, conferences and other PHERP-related trainings.

Miscellaneous

Contractor: Oneida County
Contract Period: July 1, 2017 - June 30, 2018

Funds may be used to support program-related miscellaneous costs. All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement). All food / refreshment costs must comply with the NYSDOH Health Emergency Preparedness Program Meeting Expense Reimbursement Guidelines (previously provided). When vouchering for refreshment expenses, please provide the event name, purpose, date, length of meeting, and number of attendees in the notes section.

<u>Item Description</u>	<u>Amount</u>
Cell Phones - \$50 per month X 5 phones @ 50%	\$ 1,500
Tablet PC's Data Package- \$40.01 per month X 9 tablets @ 50%	\$ 2,161
Air Cards/MiFis (6 devices @ \$40.01 per month @ 50%)	\$ 1,440
IP Connection for videoconferencing equipment (T1 Line) - \$226.49 per month	\$ 2,671
Printing	\$ 1,000
Adobe, Prezi or Program Software	\$ 1,200
Total Miscellaneous Requested : \$ 9,972	

Justification

Cell Phones: For rental of five cell phones for key OCHD PHEP staff for 24/7 emergency access and Internet connectivity. (5 phones @ \$50per month @ 50%). Staff include Director of Health, Deputy Director of Health, Fiscal Services Administratr, PHERP Coordinator, and Director of Clinical Services. Devices will be assigned to these staff and used to ensure 24/7 and backup communications with these key preparedness staff.

Tablet PCs Data Package: Data package for Internet support 9 devices @ \$40.01 per month @50%. Service for already-acquired tablets to provide 24/7 and back up communications for key preparedness staff and to support deliverable activities including PODs, other exercises and drills, webinars and trainings, and EOC operations, provide remote access to county server, HCS access, expedient and 24/7 access to preparedness applications that support research and emergency planning and response to public health preparedness educational and community engagement activities. Staff include Director of Health, Deputy Director of Health , Fiscal Services Administrator, PHERP Coordinator , IT Contact , Director of Clinical Services, Volunteer Coordinator, Health Educator, Public Information Officer . Devices will be assigned to other support staff (e.g., Health Educators, nurses, sanitarians, program staff) for PODs, emergency response, preparedness education, meetings, and conferences.

Air Cards: Recurring costs of air cards and/or MiFis for laptops to ensure remote and wireless access to Internet and HIN after hours and during PODs, Flu Clinics and other public health emergency activities (6 devices @ \$40.01 per month @50%.

[The above items] are assigned to key staff supporting the department's Emergency Preparedness Program and incident management team, therefore we propose an allocation directly to the cost objective for which the items and costs were incurred. These devices were purchased to support the department's overall preparedness and response capabilities and to ensure 24/7 accessibility to county and DOH networks for key incident management staff. OCHD shares the allocation costs of devices between the PHEP grant (50%) and the OCHD's overall Emergency Preparedness Program (50% county dollars). PHEP deliverables and activities are supported by staff and resources from all departmental divisions, the majority of which are *not* funded by the PHEP grant. We believe this cost allocation is a balanced cost-sharing to support the level of work that is dedicated to public health emergency preparedness throughout the department.

IP Connection: Maintenance costs of videoconferencing equipment located at 406 Elizabeth St. (\$226.49 per month). Videoconferencing capability is maintained for as alternate communications with other Health Department's and healthcare providers. Maintenance of this T-1 line is critical as the phone lines for 406 Elizabeth Street also run over this T-1 line. The IP connection was installed several years ago as a deliverable requirement and delivers only one usable IP address. That IP address is wired directly to the equipment we were required to purchase, specifically the Polycom Video Conferencing Equipment. Webinar participation over our County Network right at people's desks has become the norm and therefore, the video conferencing equipment is no longer regularly used for State and partner conferencing. This one IP connection however, was established and maintained for utilization during an emergency by a Wi-Fi router as an alternate pathway to the NYSDOH Health Commerce System or connectivity to County Network for key staff who will require remote access the County Network if other connections fail. This connection serves as redundant/ backup service during an emergency.

Printing: In house and professional printing of signs, posters, and other PHEP educational materials for community distribution, handouts, and meeting materials at Clinics, PODs, local emergency planning meetings, HOOAD (Herikimer-Oneida Organizations Active in Disaster) meetings and community engagement activities.

Adobe, Presentation and Flow Chart Software for key staff involved in developing and/or processing communications forms, presentations, and Departmental flow chart call down lists.

Subcontracts/Consultants

Contractor: Oneida County
 Contract Period: July 1, 2017 - June 30, 2018

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
Mohawk Valley Resource Center for Refugees and/or MAMI Interprets, and/or another qualified interpreting agency	<p>Period of Performance: July 1, 2017 - June 30, 2018</p> <p>Scope of Work: Consultant services to provide interpretation and translations services for our Limited English Population (LEP) in emergency preparedness education and response.</p> <p>Method of Accountability: Contractor will report to and collaborate with the OCHD PHERP Coordinator and to ensure deliverables are met.</p> <p>Budget Justification: Interpretation and translation fees vary based on service</p>	\$ 6,000
Susan Blatt, MD	<p>Period of Performance: July 1, 2017 - June 30, 2018</p> <p>Scope of Work: Medical consultation regarding emergency response and preparedness planning and implementation. This includes assisting in the development and/or review of PHEP documents, developing materials for the medical community, participating in presentations to health care providers, attending internal and external preparedness meetings.</p> <p>Method of Accountability: Contractor will document the particular PHERP – related activities to the Director of Health and upon approval will be compensated on a monthly basis.</p> <p>Budget Justification: Approximately 1 hr per month @ \$85 per hour</p>	\$ 1,020
Professional Media Services	<p>Period of Performance: July 1, 2017 - June 30, 2018</p> <p>Scope of Work: PHEP marketing and advertising costs for emergency preparedness education and awareness campaign for marketing activities including but not limited to radio, television, newspaper, billboard, bus advertising, web, PSAs, videos, printing, production, air-time, web services, etc.</p> <p>Method of Accountability: Contractor will report to and collaborate with the OCHD PHERP Coordinator and/or designated staff to ensure deliverables are met.</p> <p>Budget Justification: Services vary based on advertising medium and frequency. OCHD has contractual agreement for fee for services. Specific services are selected based on needs identified in planning, deliverable requirements and in response to emergent public health threats.</p> <p>Television Production: One :30 TV commercial production: \$350 On-Location videography: \$150/hour Post Production: \$75/hour One Animated :30 commercial: \$6,000 Two Animated :30 commercials (package price): \$8,000</p> <p>Radio Production :60 radio commercial: \$125</p> <p>Production Extras: Hired professional voice talent \$75/scrip Design Elements: in-kind rate of 50% off - \$50/hour Email Marketing: \$300/eblast</p>	\$ 20,000
Total Subcontracts/Consultants Requested :		\$ 27,020

Exhibit C
Reporting and Vouchering Requirements

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
New York State Department of Health
Riverview Center
150 Broadway, Suite 516
Menands, NY 12204-2719**

or

Email: btld@health.ny.gov

Exhibit "D"

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

CDC Office of Financial Resources

2920 Brandywine Road
Atlanta, GA 30341

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
SEC391(A)317(K)OPPHS42U.S.C.SEC241A 247B

1. DATE ISSUED MM/DD/YYYY 07/25/2017	2. CFDA NO. 93.074	3. ASSISTANCE TYPE Cooperative Agreement
1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		
4. GRANT NO. 1 NU90TP921924-01-00 Formerly	5. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 07/01/2017	Through 06/30/2022	
7. BUDGET PERIOD MM/DD/YYYY From 07/01/2017	Through 06/30/2018	

8. TITLE OF PROJECT (OR PROGRAM)
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements

9a. GRANTEE NAME AND ADDRESS Health Research, Inc. 150 Broadway Ste 560 -DUP Menands, NY 12204-2726	9b. GRANTEE PROJECT DIRECTOR Mr. MICHAEL PRIMEAU 800 North Pearl St., Room 322 HEALTH RESERCH INC MENANDS, NY 12204 Phone: (518)474-2893
---	---

10a. GRANTEE AUTHORIZING OFFICIAL Ms. Cheryl Mattox 150 BROADWAY Suite 560 MENANDS, NY 12204-2719 Phone: 518-431-1200	10b. FEDERAL PROJECT OFFICER CAPT James Czarzasty 200 C St ASPR/OEM/HPP Washington, DC 20024 Phone: 202.260.2002
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ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 29,211,900.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	7,208,016.00	c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits	2,549,283.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 29,211,900.00	
c. Total Personnel Costs	9,757,299.00	13. Total Federal Funds Awarded to Date for Project Period 29,211,900.00	
d. Equipment	110,000.00	14. RECOMMENDED FUTURE SUPPORT	
e. Supplies	193,000.00	(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel	200,155.00	YEAR	TOTAL DIRECT COSTS
g. Construction	0.00	a. 2	d. 5
h. Other	404,507.00	b. 3	e. 6
i. Contractual	15,300,454.00	c. 4	f. 7
j. TOTAL DIRECT COSTS	25,965,415.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS	3,246,485.00	a. DEDUCTION	
l. TOTAL APPROVED BUDGET	29,211,900.00	b. ADDITIONAL COSTS	
m. Federal Share	29,211,900.00	c. MATCHING	
n. Non-Federal Share	5,843,670.00	d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICIAL: Shicann Phillips

17. OBJ CLASS 41.51	18a. VENDOR CODE 1141402155B1	18b. EIN 141402155	19. DUNS 002436061	20. CONG. DIST. 20
FY-ACCOUNT NO.	DOCUMENT NO.	CFDA	ADMINISTRATIVE CODE	AMT ACTION FIN ASST
21. a. 7-921022U	b. 17NU90TP921924	c. 93.074	d. TP	e. \$1,726,734.00
22. a. 7-921027R	b. 17NU90TP921924	c. 93.074	d. TP	e. \$1,791,571.00
23. a. 7-9213367	b. 17NU90TP921924	c. 93.074	d. TP	e. \$16,054,083.00
				f. 75-17-0956
				f. 75-17-0956
				f. 75-17-0956

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 07/25/2017
GRANT NO. 1 NU90TP921924-01-00	

FY-ACCOUNT NO.	DOCUMENT NO.	CFDA.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
24.a. 7-939ZVNM	b. 17NU90TP921924HPP	c. 93.074	d. TP	e. \$9,639,512.00	f. 75-17-0140

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	\$12,897.00	\$12,897.00
Total	\$0.00	\$12,897.00	\$12,897.00

AWARD ATTACHMENTS

Health Research, Inc.

1 NU90TP921924-01-00

1. Terms and Conditions
2. HPP Summary Statement
3. PHEP Summaty Statement

New York State TP921924

45 Code of Federal Regulations (CFR) Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

45 CFR 75 Supersedes regulation 45 CFR 74 and 92

AWARD INFORMATION

REMARKS

The Public Health Preparedness Program cooperative agreements are authorized by section 319C-1, and The Hospital Preparedness Program cooperative agreements are authorized by section 319C-2 of the Public Health Service (PHS) Act as amended.

- Although aligned the two programs remain distinct and separate programs and are funded through two different appropriations.
- Dual agency established CFDA number 93.074
- All audits, etc. should list these two CFDA numbers.
 - 93.889 – National Bioterrorism Hospital Preparedness Program
 - 93.069 – Public Health Emergency Preparedness

Incorporation: The Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number CDC-RFA-TP 17-1701, entitled Hospital Preparedness Program Public Health Emergency Preparedness Cooperative Agreement, and application dated **April 3, 2017**, as may be amended, which are hereby made a part of this Non-Research award hereinafter referred to as the Notice of Funding Opportunity (NoFo). The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in their NoA, including grants policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout this notice and includes cooperative agreements.

In the event that any requirement in this Notice of Funding Opportunity, the HHS GPS, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

Approved Funding: Funding in the amount of **\$29,211,900.00** is approved for the Year 01 budget period, which is July 1, 2017 through June 30, 2018. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

Note: Refer to the Payment Information section for draw down and Payment Management System (PMS) subaccount information.

TYPE OF FUNDS	HPP	PHEP	Total Funding
FY 2017 Appropriations	\$9,639,512.00	\$19,572,388.00	\$29,211,900.00

APPROVED FUNDING HPP: Funds in the amount of **\$9,639,512.00** are approved for the Year 01 budget period which is July 1, 2017 through June 30, 2018.

APPROVED FUNDING PHEP: Funds in the amount of **\$19,572,388.00** are approved for the Year 01 budget period which is July 1, 2017 through June 30, 2018 for the following program components:

Base \$16,054,083.00 Cities Readiness Initiative (CRI) \$1,791,571.00 Lab Level 1 \$1,726,734.00

1): Cities Readiness Initiative (CRI): This award includes **\$1,791, 571.00** to support Medical Countermeasure Dispensing and the Medical Material Management and Distribution (MCMDD) capabilities. These funds are provided for medical countermeasure distribution and dispensing (MCMDD) for all-hazards events, which includes the ability of jurisdictions to develop capabilities for U.S. cities to respond to a large-scale biologic attack, with

anthrax as the primary threat consideration. For State awardees, 75% of their allocated CRI funds must be provided to CRI jurisdictions in support of all- hazards MCMDD planning and preparedness. CRI jurisdictions are defined to include independent planning jurisdictions (as defined by the state and locality) that include those counties and municipalities within the defined metropolitan statistical area (MSA) or the New England County Metropolitan Areas (NECMAs).

Award Funding: Not funded by the Prevention and Public Health Fund

Level One Chemical Laboratory: This award includes Level 1 **\$1,726,734.00**, which must only be used for the purposes of maintain and continuing development of Level One Chemical Laboratory capacity.

Direct Assistance (DA): DA is awarded in the amount of \$12,897.00

- Direct Assistance (DA) is available through this NOFO. Consistent with the cited authority for this announcement, direct assistance may be available in the form of equipment, supplies and materials and/or federal personnel. If DA is provided as part of your award, CDC will reduce the financial assistance award amount provided directly to you as a part of your award. The amount by which your award is reduced will be used to provide DA; the funding shall be deemed part of this award and as having been paid to you, the recipient.
- Note that DA may be requested for personnel, such as public health advisors, Career Epidemiology field Officers, informatics specialists, or other, technical consultants), provided the work is within scope of the cooperative agreements and is financially justified DA also may be requested for any Statistical Analysis Software (SAS) licenses desired for future budgets periods.

NOTE: Direct Assistance amounts awarded are estimated as of time of award and may be adjusted later.

Summary Statement Response Requirement: The review comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements must be submitted to and approved, in writing, by the Grants Management Specialist/Grants Management Officer (GMS/GMO) noted in the Staff Contacts section of this NoA, no later than 30 days from the budget period start date. Failure to submit the required information by the due date, **August 25, 2017**, will cause delay in programmatic progress and will adversely affect the future funding of this project. (If Applicable)

Budget Revision Requirement: By **August 25, 2017** the recipient must submit a revised budget with a narrative justification and work plan. 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 Staff Contacts section of this notice before the due date. (If Applicable)

Expanded Authorities: The recipient is permitted expanded authorities in the administration of the award.

The expanded authorities selected below apply to this NOFO:

In accordance with 45CFR 75.308(d), awardees are given expanded authority to carry forward unobligated balances to the successive budget period without receiving prior approval from CDC's Office of Grants Services.

The following stipulations apply with this authority:

The expanded authority can only be used to carry over unobligated balances from one budget period to the next successive budget period. Any unobligated funds not expended in the Prior approval requirements listed in 45 CFR 75.308(c) as of December 26, 2014 are waived except as specified in and 45 CFR 75.308(d) as of December 26, 2014

Extensions will not be allowed for the last 12 months of the budget/period of performance.

The recipient must report the amount carried over on the Federal Financial Report for the period in which the funds remained unobligated.

This authority does not diminish or relinquish ASPR and CDC administrative oversight of the HPP and PHEP programs. The ASPR and CDC program offices will continue to provide oversight and guidance to the award recipients to ensure they are in compliance with statutes, regulations, and internal guidelines.

The role and responsibilities of the ASPR and CDC project officers will remain the same as indicated in the terms and conditions of the award.

The roles and responsibilities of the grants management specialists in CDC's Office of Grants Services will remain the same as indicated in the terms and conditions of the award.

All other terms and conditions remain in effect throughout the budget period unless otherwise changed in writing by the CDC grants management officer.

All other terms and conditions remain in effect throughout the budget period unless otherwise changed in writing by the CDC grants management officer.

Note: Awardees are responsible for ensuring that all costs allocated and obligated are allowable, reasonable, and allocable and in line with the goals and objectives outlined in CDC-RFA-TP17-1701 and approved work plans.

Program Income: Any Program income generated under this grant or cooperative agreement will be used in accordance with the cost sharing or matching alternative

Cost sharing or matching alternative: Under this alternative, program income is used to finance some or the entire non-Federal share of the project/program.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Restrictions: NOFO Restrictions:

- Awardees may not use funds for research.
- Awardees may not use funds for clinical care except as allowed by law. For the purposes of the NOFO, clinical care is defined as "directly managing the medical care and treatment of patients"
- Awardees may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
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- Generally, awardees may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the awardee.
- Other than for normal and recognized executive-legislative relationship, no funds may be used for:
 - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive or Executive order proposed or pending before any legislative

- PHEP CRI Funding Request:
- RSS Storage and Readiness \$400,000
- Third Party Logistics for Auxiliary Distribution Plan \$73,200
- Employee Staffing Application/MRC Self-Scheduling Application Maintenance \$26,100
- POD Surveys and Manuals \$18,000

Indirect Costs: Indirect Costs: are approved based on the Indirect Cost Rate Agreement dated March 22, 2016, which calculates indirect costs as follows, a Provisional is approved at a rate of 21.50% off site which includes, Base. The effective dates of this indirect cost rate are from April 1, 2017 to March 31, 2019

Base: Direct salaries and wages including all fringe benefits

Matching Funds Requirement: The required level of non-federal participation for:

HPP: Match 963,951.00

PHEP: Match \$ 1,957,238.00

ASPR and CDC may not award a cooperative agreement to a state or consortium of states under these programs unless the awardee agrees that, with respect to the amount of the cooperative agreements awarded by ASPR and CDC, the state will make available nonfederal contributions in the amount of 10% (\$1 for each \$10 of federal funds provided in the cooperative agreement) of the award.

Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such nonfederal contributions. Please refer to 45 CFR 75.306 for match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in the Budget Period 1 application for funds, follow procedures for generally accepted accounting practices, and meet audit requirements.

Exceptions to Matching Funds Requirement

- The match requirement does not apply to the political sub divisions of Chicago, Los Angeles County, or New York City.
- Pursuant to department grants policy implementing 48 U.S.C. 1469a(d), any required matching (including in-kind contributions) of less than \$200,000 is waived with respect to cooperative agreements to the governments of American Samoa, Guam, the U.S. Virgin Islands, the Northern Mariana Islands (other than those consolidated under other provisions of 48 U.S.C. 1469), the Freely Associated States including the Republic of Palau, the Federated States of Micronesia and the Republic of Marshall Islands. For instance, if 10% (the match requirement) of the award is less than \$200,000, then the entire match requirement is waived. If 10% of the award is greater than \$200,000, then the first \$200,000 is waived, and the rest must be paid as match."
- Matching does not apply to future contingent emergency response awards that may be authorized under 311, 317(a), and 317 (d) of the Public Health Service Act unless such a requirement were imposed by statute or administrative process at the time.

Maintenance of Effort (MOE) Requirement: MOE represents an applicant/recipient historical level of contributions related to Federal programmatic activities which have been made prior to the receipt of Federal funds "expenditures (money spent)." MOE is used as an indicator of non-federal support for public health security before the infusion of Federal funds. These expenditures are calculated by the recipient without reference to any Federal funding that also may have contributed to such programmatic activities in the past. Awardees must stipulate the total dollar amount in their grant applications. Recipients must be able to account for MOE separately from accounting for Federal funds and separately from accounting for any matching funds requirement; this accounting is subject to ongoing monitoring, oversight, and audit. MOE may not include any matching funds requirement.

Maintenance of Effort: (language from the NOFO): Awardees must maintain expenditures for health care preparedness and public health security at a level that is not less than the average level of such expenditures maintained by the awardee for the preceding two-year period. This represents an awardee's historical level of contributions or expenditures (money spent) related to federal programmatic activities that have been made prior to the receipt of federal funds. The maintenance of effort (MOE) is used as an indicator of nonfederal support for public health security and health care preparedness before the infusion of federal funds. These expenditures are calculated by the awardee without reference to any federal funding that also may have contributed to such programmatic activities in the past. The definition of eligible state expenditures for public health security and health care includes:

- Appropriations specifically designed to support health care or public health emergency preparedness as expended by the entity receiving the award; and
- Funds not specifically appropriated for health care or public health emergency preparedness activities but which support health care or public health emergency preparedness responsibilities or supplies or equipment purchased for health care or public health emergency preparedness from general funds or other lines within the operating budget of the entity receiving the award.

Awardees must be able to account for MOE separate from accounting federal funds and separate from accounting for any matching funds requirements; this accounting is subject to ongoing monitoring, oversight, and audit. MOE may not include any sub awardee matching funds requirement where applicable.

Cost Limitations as Stated in the Consolidated Appropriations Act, and Further Continuing and Security Assistance Appropriations Act, 2017 (Items A through E)

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any

proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html> and Anti Lobbying Restrictions for CDC

Recipients at [http://www.cdc.gov/grants/documents/Anti-Lobbying Restrictions for CDC Recipients July 2012.pdf](http://www.cdc.gov/grants/documents/Anti-Lobbying%20Restrictions%20for%20CDC%20Recipients%20July%202012.pdf)

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

Fiscal Year (FY) 2017 funds will expire September 30, 2017. All FY 2017 funds should be drawn down and reported to Payment Management Services (PMS) prior to September 30, 2022. After this date, corrections or cash requests will not be permitted.

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted to your GMS/GMO no later than 90 days after the end of the budget period. To submit the FFR, login to www.grantsolutions.gov select "Reports" from the menu bar and then click on Federal Financial Reports.

The FFR for this budget period is due by **September 28, 2018**. Reporting timeframe is July 1, 2017 through June 30, 2018.

The FFR should only include those funds authorized and disbursed during the timeframe covered by the report.

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, the recipient is required to contact the Grants Officer listed in the contacts section of this notice before the due date.

Annual Performance Progress Reporting: The Annual Performance Progress and Monitoring Report (is due no later than 120 days period to the end of the budget period, February 28, 2018, and serves as the continuation application for the follow-on budget period. This report should include the information specified in the solicitation from the GMS/GMO via www.grantsolutions.gov

This report must not exceed 45 pages excluding administrative reporting. Attachments are not allowed, but web links are allowed.

Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under OMB Number 0920-1132

Any change to the existing information collection will be subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act.

Audit Requirement

NOTE: HPP/PHEP RECIPIENTS MUST HAVE THE SUBJECT PROGRAM AUDITED AT LEAST EVERY 2 YEARS REGARDLESS OF THE DOLLAR AMOUNT.

Domestic Organizations: An organization that expends \$750,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection

form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System

Electronic Submission: [https://harvester.census.gov/facides/\(S\(0vkw1zaelyzjibnahocga5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx)

AND

Office of Grants Services, Financial Assistance and Audit Resolution Unit

Electronic Copy to: OGS.Audit.Resolution@cdc.gov

Electronic Copy to: OGS.Audit.Resolution@cdc.gov (CDC Office of Grants Services)

After receipt of the audit report, CDC will resolve findings by issuing Final Determination Letters.

Audit requirements for Sub recipients to whom 45 CFR 75 Subpart F applies: The recipient must ensure that the sub recipients receiving CDC funds also meet these requirements. The recipient must also ensure to take appropriate corrective action within six months after receipt of the sub recipient audit report in instances of non-compliance with applicable Federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether sub recipient audits necessitate adjustment of the recipient's own accounting records. If a sub recipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of sub recipient activities. The recipient shall require each sub recipient to permit the independent auditor access to the sub recipient's records and financial statements. The recipient must include this requirement in all sub recipient contracts.

Federal Funding Accountability and Transparency Act (FFATA): In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.

Required Reporting: Federal Awardee Performance and Integrity Information System (FAPIS) required disclosures.

Pursuant to 45 CFR Part 75, §75.502, a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr170_main_02.tpl

FFATA: www.frs.gov.

Reporting of First-Tier Sub-awards

Applicability: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity.

Reporting: Report each obligating action of this award term to www.frs.gov. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010). You must report the information about each obligating action that the submission instructions posted at www.frs.gov specify.

Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is \$25,000 or more;

- In the preceding fiscal year, you received—
 - 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm?explorer.event=true>).

Report executive total compensation as part of your registration profile at <https://www.sam.gov/portal/SAM/#1>. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

Total Compensation of Sub-recipient Executives: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
 - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

You must report sub-recipient executive total compensation to the recipient by the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you must report any required compensation information of the sub-recipient by November 30th of that year.

Definitions: Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):

- Governmental organization, which is a State, local government, or Indian tribe;
 - Foreign public entity;
 - Domestic or foreign non-profit organization;
 - Domestic or foreign for-profit organization;
 - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- Executive means officers, managing partners, or any other employees in management positions.
 - Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the recipient received this award. The term does not include the recipients procurement of property and services needed to carry out the project or program (for further explanation, see 45 CFR Part 75). A sub-award may be provided through any legal agreement, including an agreement that the recipient or a sub-recipient considers

a contract.

- Sub-recipient means an entity that receives a sub-award from you (the recipient) under this award; and is accountable to the recipient for the use of the Federal funds provided by the sub-award.
- Total compensation means the cash and non-cash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
 - Salary and bonus
 - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Responsibilities for Informing Sub-recipients: Recipients agree to separately identify each sub-recipient, document the execution date sub-award, date(s) of the disbursement of funds, the Federal award number, and any special CFDA number assigned for PPHF fund purposes, and the amount of PPHF funds: When a recipient awards PPHF funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental PPHF funds from regular sub-awards under the existing program.

- **Required Disclosures for Federal Awardee Performance and Integrity Information Systems**

(FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner in writing to the CDC, with a copy of the HHS Office of Inspector General (OIG), all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following address:

CDC, Office of Grants Services
Grants Management Specialist
Centers for Disease Control
OD, Environmental, Occupational Health & Injury Prevention Services Branch
2960 Brandywine Road
Atlanta GA 30341
Telephone: 770-488-2743
Email address: (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202) -205-0604 (include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosures requirement in all sub awards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) 45 CFR 75.372 (b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373 (b)).

FAPIIS

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 1 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

1. Proceedings about Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

2. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 1 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

3. Reporting Frequency

During any period of time when you are subject to this requirement in section 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

4. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match;

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised

GENERAL REQUIREMENTS

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are only allowable where such travel will provide direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures. The recipients established travel policies and procedures must meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Prior Approval: All requests, which require prior approval, must bear the signature of an authorized official of the business office of the recipient organization. The recipient must submit these requests by April 3, 2018 or no later than 120 days prior to this budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval.

- Lift funding restriction, withholding, or disallowance
- Significant redirection of funds (i.e. cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Change in key personnel
- Extensions to period of performance
- Conferences or meetings that were not specified in the approved budget
- **OVERTIME/COMPENSATORY TIME:** Must be submitted to your GMS prior approval the proposed cost. Requests should clearly state the following: Name of staff; percentage of effort on current award; number of hours working; what will be accomplished during overtime.

Templates for prior approval requests can be found at:

<http://www.cdc.gov/grants/alreadyhavegrant/priorapprovalrequests.html>

Note: See the Expanded Authorities term under the Award Information section for the waiver of certain prior approvals, if applicable. Please contact your Grants Management Specialist identified under Staff Contacts and Responsibilities prior to initiating a Prior Approval Request for specific directions.

Key Personnel: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Inventions: Acceptance of grant funds obligates recipient to comply with the standard patent rights clause in 37 CFR Part 401.14

Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, **TP921924**, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

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 with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipient of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work

developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar 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 Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the recipient without the express, written consent of CDC. The Project Officer or Grants Management Officer/Specialist detailed in the CDC Staff Contact section can assist with facilitating such a request. It is the responsibility of the recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The recipient may use its own property management standards and procedures, provided it observes provisions of in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and

contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: <https://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Recipients are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "recipient," "sub grant," or "sub recipient"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections.

3.908-1 Scope of section.

(a) This section implements 41 U.S.C. 4712.

(b) This section does not apply to-

(1) DoD, NASA, and the Coast Guard; or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

(i) Relates to an activity of an element of the intelligence community; or

(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

(1) A Member of Congress or a representative of a committee of Congress.

- (2) An Inspector General.
- (3) The Government Accountability Office.
- (4) A Federal employee responsible for contract oversight or management at the relevant agency.
- (5) An authorized official of the Department of Justice or other law enforcement agency.
- (6) A court or grand jury.
- (7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

PAYMENT INFORMATION

Automatic Drawdown (Direct/Advance Payments): Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.

PMS Access Procedures for New Grant Recipients:

To obtain access to the Payment Management System (PMS), Recipients must complete the below forms

- Direct Deposit Instructions and SF-1199A Form for Domestic Bank Accounts
- Direct Deposit Instructions and SF-1199A Form for International Bank Accounts
- PMS System Access Form

The forms can be submitted to your PSC Liaison Accountant by emailing the forms directly to

If there is a change in the recipient's banking institution or account number, a new SF-1199A must be submitted to PSC.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

HHS/PSC Payment Management Services
P.O. Box 6021
Rockville, MD 20852
Phone Number: (877) 614-5533
Email: PMSSupport@psc.gov
Website: <https://pms.psc.gov/>

If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

U.S. Department of Health and Human Services
Division of Payment Management
7700 Wisconsin Avenue, Suite 920
Bethesda, MD 20814

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

Note: To obtain the contact information of PMS staff based on your organization type: Government, Tribal, Universities, Hospitals, Non-Profit, For-Profit; refer to the link for HHS accounts:
https://pms.psc.gov/contact_us/contactus.html

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a newly established subaccount in the PMS, herein identified as the "**P Account**". Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

The grant document number (below) must be known in order to draw down funds from this P account

Grant Document Number: 17NU90TP921924

This award contains funding from multiple components. The grant document number (**Optional and subaccount title**) must be known in order to draw down funds from this P Account.

Component: PHEP
Document Number: 17NU90TP921924

Component: HPP
Document Number: 17NU90TP921924HPP

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from the grant Payment Management System, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of this award notice.

Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients must comply with all terms and conditions outlined in their NoA, including grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

CDC STAFF CONTACTS AND RESPONSIBILITIES

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program/Project Officers (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. The GMS/GMO is responsible for the business management and administrative functions. The PO is responsible for the programmatic, scientific, and/or technical aspects. The purpose of this factsheet is to distinguish between the roles and responsibilities of the GMO/GMS and the PO to provide a description of their respective duties.

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day

management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described in the GMO section are performed by the GMS, on behalf of the GMO.

GMS Contact:

Veronica H Davis, Grants Management Specialist
Centers for Disease Control
Office of Financial Resources
Office of Grants Services
2960 Brandywine Road, MS E-01
Atlanta, GA 30341
Telephone: 770-488-2743
Email: VAD4@CDC.GOV

Program/Project Officer: The PO is the federal official responsible for the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and NOFOs to meet the CDC's mission
- Providing technical assistance to applicants in developing their applications e.g. explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources
- Providing technical assistance to recipients in the performance of their project
- Post-award monitoring of recipient performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS

HPP FPO Contact:

Sharon Cox, Project Officer
HPP Headquarters
Telephone: 202-245-0728
Email: shaorn.cox@hhs.gov

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e.; grant or cooperative agreement
- Determining if an application meets the requirements of the NOFO
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy
- Ensuring recipient compliance with applicable laws, regulations, and policies
- Negotiating awards, including budgets
- Responding to recipient inquiries regarding the business and administrative aspects of an award
- Providing recipients with guidance on the closeout process and administering the closeout of grants
- Receiving and processing reports and prior approval requests such as changes in funding, carryover, budget redirection, or changes to the terms and conditions of an award
- Maintaining the official grant file and program book

The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

GMO Contact:

Shicann M. Phillips, Grants Management Officer
Centers for Disease Control
Office of Financial Resources – Office of Grants Services
2960 Brandywine Road, MS E-01
Atlanta, GA 30341
Telephone: 770-488-2809
Email: SPHILLIPS2@CDC.GOV

**Hospital Preparedness Program (HPP) –
Public Health Emergency Preparedness (PHEP)
Cooperative Agreement
CDC-RFA-TP17-1701**

DATE: 5/4/17

APPLICANT NAME: New York State Department of Health

APPLICATION #: NU90TP2017001311

AMOUNT REQUESTED: \$9,639,512

RECOMMENDATION: Fund

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SUMMARY (HPP)

I. Summary of Project:

- **Overview of the application:**

- **Briefly describe overall preparedness strategy.**

The New York State Department of Health (NYSDOH) continues to work closely with the State Office of Emergency Management (State OEM), Local Health Departments, EMS, Regional Offices and Tribal Health Departments to establish measurable and sustainable progress toward achieving the preparedness and response capabilities that promote prepared and resilient communities. In addition, the NYSDOH continues to focus on health preparedness and emergency operations to include chemical, biological, radiological/nuclear and explosive threats. In recent years, New York State has responded to a number of real-world events such as weather related emergencies (Hurricane Irene, Super storm Sandy and public health events (Ebola, Zika and Legionnaires disease). The continued collaboration with federal, state, regional and local public health advances preparedness and response efforts especially as it relates to surge planning with the intent to prevent or reduce morbidity and mortality from public health incidents and support recovery and return to pre-incident levels or improved functioning.

- **What are the awardee's BP1 priorities?**

In BP1, the NYSDOH HPP and PHEP Programs will continue to work closely to align HHP and PHEP activities, focusing on health care coalition broadening, increasing our response capacity, developing preparedness, response and recovery plans, and actively planning for the needs of at-risk populations. The NYSDOH will continue to develop, implement and provide training for enhancements to their Integrated Health Alerting System (IHANS) for sending out partner and Health Emergency Preparedness Coalition (HEPC) member alerts and notifications. The HEPCs will update and revise their Standard Operating Guide (SOG) in line with federal requirements, including boundaries, community partner identification and other member guidelines.

- **Linkage between work plan & budget:**

- Is there clear linkage? Yes, the domains are linked to the budget and work plan items.
 - How do they relate? The program activities, objectives and outputs clearly map the way forward for the successful achievement of program requirements within each domain.
-

- Awardee TA requests:
 - Did awardee request T/A? No technical assistance was requested at the time of application.
 - Recommendation will be made to the awardee to consider using healthcare referral patterns for coalition development
- In your opinion, is this application/effort achievable? In my opinion this application/effort is achievable.

II. Major Strengths:

- The continued outreach to the tribal nations (eight federally recognized and one state recognized) to strengthen collaborations across tribal, local and state jurisdictions, conduct health emergency preparedness needs assessments and identify suitable projects that serve these efforts. Current projects with the nations include; provision of material goods and services, training and education, subject matter expertise for plan and exercise development.
- NYSDOH has strong internal controls in place to monitor the HPP cooperative funds that are allocated to HCCs and other sub-awardees.

III. Major Weaknesses:

- Detail lacking regarding healthcare executive engagement for “exercise hot washes” as well as other coalition activities.
- Healthcare Administrator position is listed in budget as vacant.
- Specificity lacking regarding healthcare organization input with coalition model and work plan input.
- The current model of coalition coverage should be reconsidered in the new project period.

Recommendations:

- Awardee should provide detail regarding healthcare executive engagement with annual surge coalition exercise.
 - When Healthcare Administrator position is filled, awardee should provide name, salary and duties to HPP for review.
 - Awardee should provide validation that healthcare organizations provided input with deciding on coalition model and developing work plan.
 - Awardee needs to provide a plan for developing healthcare coalitions that adequately covers the geography and population of New York State. Outline a plan to reconsider health care coalition boundaries. The plan should include timelines; a process that engages hospitals, EMS, emergency management agencies, and public health; and which takes into account multiple factors impacting healthcare preparedness and response, with particular attention to health care referral patterns.
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Awardees must respond in PERFORMS and/or GMM to address programmatic Conditions of Award as applicable. Contact your GMS Specialist, Project officer or Field project officer for further details if needed.

**Hospital Preparedness Program (HPP) –
Public Health Emergency Preparedness (PHEP)
Cooperative Agreement
CDC-RFA-TP17-1701**

DATE: 04/25/2017

APPLICANT NAME: Health Research Inc. (New York Department of Health)

APPLICATION #: NU90TP2017001311

AMOUNT REQUESTED: \$19,585,285

RECOMMENDATION: Fund

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SUMMARY

Summary of Project (PHEP):

Health Research Inc., bona fide agent for the New York Department of Health, submitted a very comprehensive application in response to the CDC-RFA-1701-01 funding opportunity announcement (FOA). The project narrative presented an overview of the applicant's priorities and strategies that fluidly translated in their domain work plan and budget request. The applicant presents a domain work plan that displays a seamless integration of their partnerships including local, regional, tribal, state, federal, and non-governmental partners. The CDC PHEP TP-1701-01 overarching priorities throughout the application include revision to the Health Emergency Preparedness Response Plan (HEPRP); continued coordination of exercises and training, expanding partnerships to new stakeholders; enhancing information systems, communication messaging and technology; and continued laboratory and disease surveillance and investigation.

Concurrence letters were attached to the application in lieu of a signed SHO/PHEP Director letter which documents that the tribal governments located throughout the state had input into the state plan. Under the Program Requirement Section under Program Questions the applicant indicated they would like to request CDC/ATSDR resources to prepare for acute chemical incidents/disasters. The Project Officer and/or MCM specialist will follow up with the awardee to ensure that all technical assistance needs are addressed in the On-Trac system accordingly. The application presents an achievable work plan support by the budget request.

Major Strengths:

- The incorporation of the applicant's work plan activities with local and tribal health department partners.

- The application omits the complexity of coordination challenges due to the state's geographical and population size; understating the enormous achievements the applicant will and has accomplished. The applicant presents a seamless integration and coordination with local, tribal, governmental, and non-governmental organizations and agencies optimizing their resources.
- Applicant is leveraging information from their jurisdictional risk assessment (JRA) during the HEPRP revision process, along with developing new templates for local and tribal partners to complete a JRA.
- The applicant incorporates response experiences into work plan and planning considerations thus expanding their planning and response abilities.

Major Weaknesses:

- The applicant selected some domain activities to work on that are primarily the Hospital Preparedness Program's strategies with no PHEP program requirements or recommendation, especially under the Domain Strengthen Medical Surge. However, this should not distract applicant from achievement of the PHEP activities.
- The Level 1 is earmark funding to selective state laboratories to support a Chemical Laboratory Response Network Level 1 laboratory and surge capacity in the event of chemical incident. The high amount of funding allocated towards indirect cost is concerning.
- The reviewer had difficulty distinguishing the role of the bona fide agent and the New York Department of Health Department in the budget request. The applicant's budget request for personnel and fringe listed only state employees.

Recommendations:

- Applicant should provide documentation of the role and responsibilities of Health Research, Inc. as the bona fide agent for clarification for state personnel requested under the Personnel budget category versus contractual. This will also provide clarification for other areas of the budgets.
 - Recommendation for funding restrictions:
 - Personnel: Secretary (\$61,409) The budget justification for this position does not support the position being 100% PHEP supported. Allocate position time proportionately to other programs the position supports.
 - Indirect: (\$2,172,797) Please verify the calculations are correct. Personnel \$5,187,680; Fringe \$1,841,628 = \$7,029,308 x 24.40 = \$1,715,151. This is a \$457,646 (rounded) difference.
-

- Reviewer recommend in future application personnel requests include an employee position number or other unique identifier to differentiate among positions changes and vacancies throughout the project period.
- The applicant has two vacant personnel positions identified in the application budget and identified these positions as under recruitment. These vacancies should not hinder the applicant's ability to achieve the proposed work plan.
- Recommend that NYDOH provides the PHEP Specialist with updates of ongoing activities with the tribal communities throughout the budget period during their regular monthly/quarterly calls and/or PHEP site visit. There may be promising practices identified during these briefings that could assist other awardees.

Applicant must respond in PERFORMS and/or GMM to address programmatic Conditions of Award as applicable. Contact your PHEP Specialist for further detail.

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 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 necessary, cost-effective and consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. 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 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: (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.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.

- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.

e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.

- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs_ Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42. U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law

enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Attachment "B" Program Specific Clauses

1. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."



HEALTH RESEARCH I N C O R P O R A T E D

To All HRI Subcontractors:

Attached are the Health Research, Inc. (HRI) voucher and report of expenditures forms. Your organization must use these forms for all vouchering under HRI subcontracts. **NOTE: If your organization inputs the HRI voucher forms into a computer program, please be sure copy matches the attached.** Contact HRI Subcontract Unit if you would like the voucher form in an excel file.

HRI would like to clarify items noted as being areas of misunderstanding in voucher preparation in an effort to expedite the vouchering and reimbursement process:

Cover (First) Page: The individual signing for the subcontractor organization, by signing the voucher is certifying to the following:

- 1) Expenditures represent the costs actually incurred by the subcontractor organization either directly in performance of or properly allocable to the subcontract.
- 2) That the subcontractor has on file documentation to support allocation of such costs to the agreement in accordance with applicable regulations and approved budget.
- 3) That costs claimed were incurred within the dates specified on the voucher.
- 4) That the claim is just, true, and correct.
- 5) That no part of the claim has been paid by HRI or any third party and that the balance is actually due and owing.
- 6) Overlapping voucher periods are **NOT** allowed except for the final voucher, which can be used to bill for expenses missed on previous vouchers for the entire subcontract period.

Report of Expenditures – Salary Expense – List the name and job title of all personnel and include pay period covered and number of pay periods. Make sure percentage of effort, annual salary, and requested budget amounts are listed for all staff. The percentage of effort should reflect the actual effort worked for the claim period. **Make sure the percent of effort claimed calculates correctly.**

Report of Expenditures - Equipment Expense –

- All equipment should be ordered and delivered within the period of the contract.
- All pieces of equipment purchased must be listed separately on the expense page.
- For every item of equipment purchased, a corresponding invoice must be submitted. A serial # (where applicable), check #, check date and amount of check is required for payment.
- If the invoice is dated outside of the contract period, a typed purchase order must be submitted showing the order date and delivery date. Please note, the purchase order # must be referenced on the invoice.
- Please denote whom the equipment is for, and assure that the proper % of allocation to the contract coincides with the % of effort for staff utilizing equipment. (Note: if a piece of equipment is 100% applicable to the program, please denote that on the expense page)

Report of Expenditures - Miscellaneous - HRI requires a breakdown for the following **Miscellaneous** expenses: *(Please note that this is a list of most common Misc.-Other expenses. If there is something that does not appear on this list, or if unsure of what support may be needed, please contact HRI Subcontract Unit)*

- **Space** - If the contractor is vouchering for Miscellaneous - Space, all rental location addresses **MUST** be listed on the voucher. A complete street address, with city, state and zip code is required.

150 Broadway • Suite 560 • Menands, New York 12204 • phone 518.431.1200 • fax 518.431.1234

www.healthresearch.org

- **Stipends** - For all types of stipends, list type of stipend and cost per each, or actual receipts/invoices.
- **Nutritional / Patient Incentives** - # of incentives, cost per incentive and description of incentive, or actual receipts/invoices.
- **Food / Refreshment / Meeting Costs** (in excess of \$100) - This can be provided in two different ways. (1) # of persons attending meeting and cost per person; **or** (2) copies of receipts showing what was purchased. Receipts may not include bottle deposits or tax amounts.
- **Staff training / development** - how many staff and at what cost per staff person, date of training.
- **M&R expense (maintenance and repairs expense)** - provide breakdown of what was repaired and cost for each repair.
- **Speakers** - rate per hour and # of hours and date of engagement.
- **Honoraria** - cost per honorarium.
- **Recruitment costs** – breakdown of costs
- **Participant Costs** - # of participants/cost per person, date of activity, type of activity, or actual receipts/invoices.
- **Conference Costs / Luncheons**- # of participants / cost per person, date of event, or actual receipts/invoices.
- **Tax** is not allowable.
- **Bottle Deposits** are not reimbursable.

(Please keep in mind HRI reserves the right to request additional backup documentation for items that may be listed on any voucher submitted or to institute specific documentation requirements in the contract itself).

Report of Expenditures - Subcontract/Consultant – The name, hours worked and rate of pay must be included in the “Notes” section of this form. HRI will accept an invoice as support for the consultant expense.

Indirect Costs (IDC)/Administrative – If contractor has a federally approved IDC rate, it must be noted on the top right hand corner of the Report of Expenditures. The expense must work out to the percentage of the federally approved rate or lower. Federal regulation allow for 10% Modified Total Direct Cost (MTDC) de minimus (see definition) – Expense claimed based on this must exclude the below items if included on the voucher.

Definition MTDC: MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant costs and the portion of each subaward in excess of \$25,000.

In general, Subcontractors are reminded of the following:

Timing of Expenditures: Only those expenses incurred or properly obligated during the period of your HRI subcontract can be charged against your HRI subcontract. For example, if a pay period crosses the start or end date of your agreement, only charge for those days that fall within the subcontract dates. If purchasing goods and services, those goods and services must be ordered and delivered within the period of the agreement. Place a **firm order with the vendor** during the subcontract dates from which the expense for the goods and services will be paid (i.e. Must be a purchase commitment issued to the vendor. "Internal" purchase orders are not acceptable as it does not constitute a commitment to the vendor). In all cases, the expenditures for goods and services must benefit the work funded under the agreement in order to be allowable. If such benefit cannot be established, HRI will not

permit reimbursement of the expense, regardless of when it was incurred. Expenses for goods and services ordered after the termination date of the agreement will not be honored.

Considerations for Cost Reimbursable Subcontracts: Only those costs incurred to conduct the HRI subcontract activity may be charged to the HRI subcontract. If the approved budget includes costs that will be allocated (costs that benefit both the HRI subcontract activity and some other activity at the organization) these costs must be allocated in the proportion to which those costs support each of those activities. This allocation should be used consistently throughout the organization (if applicable). Additionally, *costs must be incurred before billed for. Charging for anticipated expenses or before actually disbursing funds for those expenses is not permitted and is contrary to the certification made on the face page of the voucher.*

Budget flexibility - May be a percentage per budget line or a percentage of the total budget amount depending on the contract agreement.

- If the contract states 25% line item budget flexibility, the contractor may voucher for up to 25% over each specific line as long as there is savings on another line to compensate for the overage.
- If the contract states 25% total budget flexibility, the contractor may voucher on a specific line for a total of up to 25% of the total budget as long as there is savings on another line to compensate for the overage.
- Under no circumstances can the contractor voucher for more than the total budget.
- Re-budget is required if contractor is billing against a budget line that was not in the original budget or over budget flexibility.

Re-budgeting: If a re-budget is necessary in order to meet the goals of the agreement, such re-budgets should be submitted before incurring expenses. *Any expenses incurred by the subcontractor before receipt of approved budget modification are at the subcontractor's own risk.*

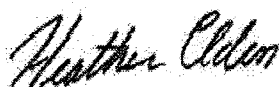
Timely vouchering: Timely vouchering is extremely important. Vouchers should be submitted within 30 days of the end of the claim period. Voucher frequency, monthly or quarterly, is indicated on the agreement cover page. Final vouchers must be submitted within 60 days of the termination date of your contract (unless otherwise noted in your agreement) and should be marked as "**FINAL VOUCHER**".

Final Voucher: After the final voucher is received, reviewed and processed by the HRI Subcontract Unit it goes to the HRI Audit Unit where a review of all the vouchers paid against the contract is performed to ensure that all categories reimbursed have been properly claimed. At this time, the contractor may be asked for additional information with regards to any and all vouchers previously paid by HRI. If any adjustments are necessary, the final voucher will be reduced by that amount prior to being approved/paid.

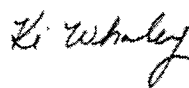
Vouchers can be submitted electronically to your Contract Manager listed in Exhibit "C" of the contract.

If you have any questions regarding the attached forms, please contact your Contract Manager or the HRI Subcontract Unit at (518) 431-1200 or at subcon@healthresearch.org.

Sincerely,



Heather Elden
Contract Administrator



Ki Whaley
Contract Administrator



Benjamin Norfleet
Asst. Contract Administrator



Contractor:

Oneida County through the Health Department
 185 Genesee St.
 Adirondack Bank Building
 Utica, NY 13501

HRI Account Number(s):
 15-0686-06

Contract Date:
 07/01/2017 - 06/30/2018

HRI Contract Number:
 1577-11

Payee's Reference #:

Contractor Project Director

Report for Period: _____ to _____

Budget Items	Budget Amount	Cumulative Expenditures Prior Periods	Expenditures Current Period	Expenditures to Date	Balances
* Salary	\$48,451				
Fringe	\$25,984				
Supplies	\$12,238				
Travel	\$10,000				
* Equipment	\$0				
* Miscellaneous	\$9,972				
* Contractual	\$27,020				
* Admin/Indirect	\$0				
Restricted	\$0				
Total Costs:	\$133,665				

Reimbursement Requested: \$

*** 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: _____

Administration: _____

HRI: _____

Contractor

Signature: _____

Name: _____

(Please Print)

Title: _____

Email: _____

Phone #: _____

Date: _____

NOTES	
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J

ORGANIZATION: _____

FOR THE PERIOD: _____

MISCELLANEOUS EXPENSES

ITEM OF EXPENSE	BUDGETED AMOUNT	EXPENSE PRIOR PERIOD	EXPENSE CURRENT PERIOD	TOTAL EXPENSE TO DATE
Rent/Space Costs**				\$ - - - - -
Telephone				\$ - - - - -
Other*				\$ - - - - -
				\$ - - - - -
TOTAL: \$				-

*PLEASE PROVIDE AN ITEMIZATION OF CHARGES
 **INCLUDE LOCATION OF PROPERTY, ANNUAL RENT COSTS AND LESSOR OF SPACE

NOTES

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HEALTH RESEARCH INCORPORATED

Aug 3, 2017

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 \$25,000 or more, by Congressional District.

Because your organization is a sub-recipient of Federal funds subcontracted to by Health Research, Inc., HRI is requesting certification from your organization of the below information:

Subcontract number: 1577-11	Subcontract Dates: 7/1/2017 to 6/30/2018	
Subcontractor Name: Oneida County	Amount of Award: \$133,665	
CFDA #: 93.074	Funding Agency: Centers for Disease Control	
Sponsor #: NU90TP921924	HRI Grant #: 15-0689-06	
HRI PI: Michael Primeau	(For HRI Use Only) Executed Date:	
Award Title: Public Health Emergency Preparedness Program		

DUNS Number: 075814186

Subcontractor location including address: (zip code must include +4):

185 Genesee St.
Utica, NY13501-2102

Subcontract primary performance location including address: **(zip code must include +4):**

185 Genesee St.
Utica, NY13501-2102

Please provide a brief description of the project your organization is being contracted for:

Support implementation of public health emergency response and preparedness activities.


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

Phyllis D. Ellis, BSN, MS FACHE

 Name - please print

Director of Health

 Title

pellis@pcgov.net

 Email

315-798-5633

 Phone #

08/03/2017

 Date

Please return completed form electronically to HRIFATA@healthresearch.org

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 • Fax: (315) 798-6441 • Email: publichealth@ocgov.net

August 15, 2017

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

FN 20 17-347

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

Anthony J. Picente, Jr.
County Executive

HEALTH & HUMAN SERVICES

WAYS & MEANS

Date 9/28/17

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are to provide payment for special education services rendered to eligible preschool aged children with disabilities.

Enclosed, please find (3) three copies of an Agreement between Upstate Cerebral Palsy Inc. and the Oneida County Health Department, Education/Transportation of Handicapped Children Program. This is for the reimbursement of special education services for the period of July 1, 2017 through June 30, 2020.

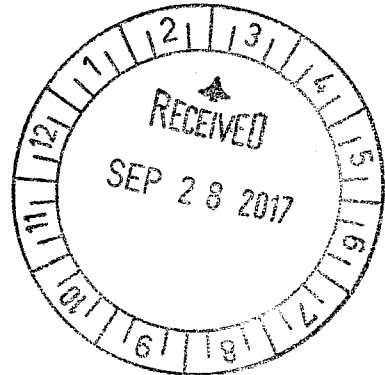
This is a New York State mandated program. We anticipate reimbursement will be \$12,500,000.00 for the above stated period of time. Please contact me if you have any questions or require additional information.

This contract requires Board of Legislature approval prior to September 1, 2017.

Sincerely,

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

pb



Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Upstate Cerebral Palsy , Inc.
1020 Mary Street
Utica, NY 13501

Title of Activity or Service: Special Education Services for classified Preschool Students with Disabilities

Proposed Dates of Operation: July 1, 2017 to June 30, 2020

Client Population/Number to be Served: Preschool Students with Disabilities

Summary Statements

- 1) **Narrative Description of Proposed Services:** The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Codes of Federal Regulations.
- 2) **Program/Service Objectives and Outcomes:** Special Education Services for remediation of cognitive, adaptive and social-emotional delays in preschool age children.
- 3) **Program Design and Staffing:** Certified special education teachers employed by this contract agency will provide Special Education Services. Licensed individuals to provide supportive health services

Total Funding Requested: \$12,500,000.00 **Account #** A2960.4957, 1952-Special Education Services

Oneida County Dept. Funding Recommendation: \$12,500,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): County: \$5,062,500.00
State: \$7,437,500.00

Cost Per Client Served: This amount varies based on the recommendations of the Committee on Preschool Special Education for each individual child. Rates are set by the New York State Department of Education.

Past Performance Data: \$9,400,000.00

O.C. Department Staff Comments:



ONEIDA COUNTY PRESCHOOL TUITION/SEIT/EVALUATION CONTRACT

This Agreement, by and between the COUNTY OF ONEIDA, through its Health Department, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," and UPSTATE CEREBRAL PALSY, INC., hereinafter referred to as the "Contractor," having its main office at 1020 Mary Street Utica, New York 13501.

WITNESSETH:

WHEREAS, the County is in need of the provision of services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the New York State Commissioner of Education through the County's Education/Transportation of Handicapped Children Program, hereinafter referred to as the Program.

WHEREAS, the Contractor has been approved by the New York State Commissioner of Education, hereinafter referred to as the "Commissioner of Education," to provide services to preschool children with disabilities in accordance with Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education, to an eligible preschool student with a disability, as both recommended by the Committee on Preschool Special Education AND approved by the Board of Education of the child's resident school district.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective July 1, 2017 and terminate June 30, 2020 conditioned upon the continued availability of Federal/and or New York State funds for the purpose set forth in this agreement.

2. TERMINATION

- a. **BY CONTRACTOR:** Should the Contractor request termination of this Agreement, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required. Should the Contractor be requesting termination of this Agreement based on the Contractor's intent to cease operation, all specific close-down procedures shall be followed by the Contractor in accordance with Part 200 of the Regulations of the Commissioner of Education. Written notice of any such termination shall be provided to the County not less than ninety (90) days prior to the effective date of such action.
- b. **BY COUNTY:** This Agreement may be terminated at any time by the County upon the giving of thirty (30) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this Agreement, the County may terminate the Agreement effective upon written notice at any time. Furthermore, should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such event, the County shall be under no further obligation to the Contractor other

than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

3. SCOPE OF SERVICES

Services performed pursuant to this Agreement shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance of the Regulations of the Commissioner of Education.

- a. The Contractor shall provide appropriate services for children with disabilities placed by the Board of Education to attend the Contractor's program. The Contractor shall provide such services for that part of the school year for which disabled children are placed by the Board of Education.
 - i. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- b. All financial arrangements for services under this Agreement shall be between the County and Contractor in accordance with the Provisions of Section 5 of this Agreement. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing special education and/or related services that are licensed and certified by law, to provide such services as mandated on the student's approved Individualized Education Program (IEP). Direct Service Staff may also include individuals, volunteers or employees who function within the classroom of approved State Education Department programs and are not required by law to be certified or licensed. Direct Service Staff may be employees or independent providers within the Contractor's program.
- c. **Services cannot begin until a date after the Board of Education approval date. Start date will be indicated on the STAC 1 (System to Track and Account for Children).**

4. APPROVED CONTRACTED PROVIDER SITES

The parties agree to be bound by the sites listed on Appendix A (New York State Education Department, Approved Provider Sites), which is attached hereto and made a part hereof. In the event that the Commissioner of Education of the State of New York withdraws approval for the operation of any program or service at any site as listed in Appendix A, such action shall constitute an immediate amendment to this Agreement removing inclusion of such program or service from Appendix A. In the event that the Contractor intends to cease/change operation of any or all programs or services at any site listed in Appendix A, the Contractor shall give written notice of such intention to the County and the Board(s) of Education not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this Agreement thus removing such program from Appendix A.

5. REIMBURSEMENT:

The County, in accordance with the provisions of this Agreement, shall reimburse the Contractor for expenditures made for contracted services as follows:

- a. Such payments shall be at the rates approved for tuition. The tuition rate shall be the amount established for such purpose by the Commissioner of Education and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates which are set by the Commissioner and transmitted in writing, or by publication on the New York State Department of Education electronic website, by the Commissioner of Education and only for such period as the Contractor has the Commissioner of Education's approval. Compensation to the Contractor shall not exceed Twelve Million Five Hundred Thousand Dollars and no cents (\$12,500,000.00) during the term of this Agreement
- b. Where the enrollment for a child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the Commissioner of Education pursuant to the Part 200 Regulations of the Commissioner Education.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August sessions and not later than fifteen (15) days following each segment of the September/June session, where such segment shall be monthly.
- d. In the event of notification by the Commissioner of Education of an official rate change, the Contractor shall submit a voucher to the County of any additional payment due to the rate increase

- or shall notify the County of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
- e. The Contractor and County shall adhere to the approved reconciliation methodology for school years covered under the terms of this Agreement as defined in Part 200 of the regulations of the Commissioner of Education.
 - f. The County shall reimburse the Contractor for services rendered under the terms of this Agreement in the first instance and at least quarterly upon receipt of vouchers from the Contractor. No payment shall be required to be made by the County for tuition prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement. The County shall pay tuition pursuant to such Notification commencing the date of enrollment prescribed therein or actual first date of student attendance or legal absence from the program in accordance with Section 175.6 of the Commissioner's regulations, whichever is later. In the case of evaluations or reevaluations the County shall pay for such evaluations or reevaluations upon receipt of the Authorization (STAC-5).
 - g. No parent or any person shall be required or requested to make payment for tuition in addition to the payments made by the County pursuant to this Agreement.
 - h. All claims for payment made to the County by the Contractor shall identify and allocate costs of services rendered in such a manner as shall be acceptable to the County for Medicaid Compliance.
 - i. The Contractor shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of the New York State Education Law, as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this Agreement shall be retained by the contractor for nine (9) years after the school year in which services were provided. The Contractor shall also be responsible for submitting to the County a copy of their program cost report for the contract term provided herein.
 - j. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the appropriate Board of Education, the County where the Contractor is located, the State of New York, acting through the Education Department or the State Comptroller, federal and other personnel duly authorized by such County. In addition, the County shall make available any and all copies of such documents to such other Municipalities as may contract with the Contractor.

6. **MEDICAID COMPLIANCE:**

- a. The Contractor shall furnish with the voucher or maintain in a central location (as requested below) the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the New York State Education Law:
 - i. Dates the child received a health related support service (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation, as applicable). (To be furnished with voucher);
 - ii. Documentation that each service session was verified as delivered by the signature of the service provider (To be furnished with voucher);
 - iii. Copy of the child's Individualized Education Program (IEP) (To be maintained in central location);
 - iv. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services who is a recipient of Supplemental Security Income (SSI);
 - v. All reporting requirements necessary for Medicaid in Education compliance;
 - vi. The Contractor shall furnish the County each month with the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 of the New York State Education Law;
 - vii. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the New York State Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing

Medicaid as the "payer of last resort." Appendix B-3, attached hereto, shall be submitted to the County upon the child's entry into the program or when the child first becomes Medicaid eligible. Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board of Education's Notice of Determination. A copy is to remain in the Contractor's file.

- b. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form, attached hereto as Appendix C-1, for Medicaid eligible children, that all certified teachers of the speech and hearing handicapped shall work "under the direction of" a licensed speech-language pathologist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a licensed speech-language pathologist. In addition, the licensed pathologist shall certify by signature how accessibility to the pathologist is being provided to the therapists for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
- c. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form, attached hereto as Appendix C-2, for Medicaid eligible children, that all certified physical therapy assistants (PTA) shall work "under the direction of" a licensed and registered physical therapist (graduate of a CAPTE-approved program). The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a licensed physical therapist. In addition, the licensed physical therapist shall certify by signature how accessibility to the physical therapist is being provided to the physical therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
- d. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form, attached hereto as Appendix C-3, for Medicaid eligible children, that all certified occupational therapy assistants (COTA) shall work "under the direction of" a licensed and registered occupational therapist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a licensed and registered occupational therapist. In addition, the licensed and registered occupational therapist shall certify by signature how accessibility to the occupational therapist is being provided to the certified occupational therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
- e. The Contractor must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed Agreement so the County can claim Medicaid reimbursement for the services provided under Section 4410 of the New York State Education Law. The "Provider Agreement" and "Statement of Reassignment" forms are attached hereto and made a part hereof as Appendix B-1 and Appendix B-2.

7. REGULATORY COMPLIANCE:

The Contractor will maintain the standards set forth under Section 200.20 of the Regulations of the Commissioner of Education to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that, should the Contractor's approval status be terminated by the Commissioner of Education, this Agreement shall be void, in which case the Contractor shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the County any amounts already received for that portion of such school year.

9. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Services Law, the Contractor that contracts with the county for preschool special education services, is required to screen Contractors who will have “regular and substantial contact” with children, as defined by New York State Department of Social Services Administrative Directive 86 ADM-43, through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as “SCR.”
- b. The Contractor is responsible for clearing the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education contractors who has the potential for regular and substantial contact with children who receive preschool special education programs and services.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by Section 424-A of the New York State Social Services Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a of the New York State Social Services Law must be submitted to the County with the Agreement and on an ongoing basis as required for preschool.

9. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by Law or by written consent of the child’s representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Agreement. 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 Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall cause for immediate termination of this Agreement.

10. REPORTING REQUIREMENTS

- a. Contractor’s employed therapists shall be presently qualified to provide related services in New York State and agree to submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the Term of this Agreement.
- b. Contractor shall attend Committee on Preschool Special Education, hereinafter referred to as “CPSE,” annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. **A copy of any reports necessary for review at these meetings shall be forwarded to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.**
- c. **Speech pathologists** shall be required to obtain a written **Prescription** (recommendation/order) for speech services signed and dated from (1) NYS Licensed and ASHA Certified Speech-Language Pathologist OR (2) a physician, physician’s assistant or nurse practitioner which denotes an ICD-9 code. **The NYS Licensed and ASHA Certified Speech-Language Pathologist**

cannot write a referral if they have not seen the preschool child. The Regulations of the New York State Department of Social Services, at 18 NYCRR 505.11, state that a written order must contain a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.

- d. **Speech pathologist shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-1 for teachers certified to provide speech and language services who work under the "direction" of the licensed and New York State registered speech and language pathologist.**
- e. **Physical Therapists shall complete and submit to the County the "Certificate of Under the Direction and Accessibility Attachment C-2 for physical therapy assistants who work under the "direction" of the licensed, NYS registered and CAPTE educated physical therapist.**
- f. **Occupational Therapists shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-3 for certified occupational assistants who work under the "direction" of the licensed and NYS registered occupational therapist.**
- g. **Physical Therapists must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an ICD-9 code.**
- h. **Occupational therapists must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an ICD-9 code.**
- i. **No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.**
- j. **The Contractor shall obtain from the CPSE Chairperson a current copy of the Individualized Education Program, hereinafter referred to at "IEP," prior to start of service which will follow Board of Education approval date. This is applicable to any later program changes on IEP as well. The Contractor shall deliver services as specified on the IEP as to areas of remediation, frequency and duration of service.**
- k. **The Contractor shall submit at least monthly or with the invoice, whichever is first, an attendance and progress note for each session child was serviced. All progress notes submitted must also have the signature and National Provider Identification number (NPI #) of this licensed individual and title as well as the direct service provider and title.**
- l. **The Contractor shall follow recommended procedure for filing a claim as indicated under Appendix D.**
- m. **The Contractor shall call the CPSE chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence, etc. or if therapist recommends change in service or discharge.**
- n. **The Contractor shall forward to the County and the CPSE prior to any scheduled program review, or annual review a copy of all documentation and justification for 12-month programming, should this be recommended.**
- o. **The Contractor shall maintain up to date license and certifications and forward copies to the County when they become due.**
- p. **Progress notes addressing goals and objectives on the IEP must be done quarterly. A copy must be provided to the parent, CPSE Chairperson and the County.**
- q. **Upon expiration of the term of the Agreement all files and records shall be retained by the Contractor until further notice from the County.**

11. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of

\$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the "Oneida County" named as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proofs of insurance as required herein.

12. INDEMNIFICATION

- a. The County shall not be liable for any claim of malpractice asserted against the Contractor, and the Contractor shall hold the County harmless for any and all claims arising from the Contractor's service under this Agreement including but not limited to, malpractice, negligence or willful misconduct.
- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County.

13. EXCLUSIVITY

- a. The County retains the right to reassign children to other Contractors or its own employees.
- b. The County retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.

14. PERFORMANCE OF SERVICES:

- a. 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. Contractor shall use Contractor's best efforts to perform the services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal and/or State Laws and Regulations impose specific requirements on performance of the same.
- b. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, in in compliance with any and all applicable Federal and/or State Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. 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.
- d. Contractor shall inform the County within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and County maintains the right to contract with other individuals or entities to perform the same services.

15. INDEPENDENT CONTRACTOR STATUS:

- a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, 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 Department by reason thereof and that they will not by reason thereof, make any

claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

- b. 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. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
- c. The Contractor's Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

16. EXPENSES:

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

17. TRAINING:

Contractor shall not be required to attend or undergo any training by the County. Contractor shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

18. 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.

19. SUBCONTRACT

Except where permitted elsewhere in this Agreement, the Contractor may not assign the Contractor's rights and obligations under this Agreement, or subcontract with or employ another to provide the services described above of this Agreement, without the prior written consent of the County.

20. LOBBYING

The Contractor shall not use federal funds for lobbying purposes 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 \$100,000.00 as defined at 34 CFR Part 82, Section 82.110.

21. ENTIRE AGREEMENT

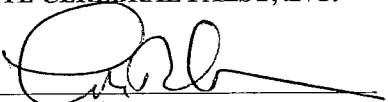
The terms of this Agreement including all attachments, amendments, addendums, including the Standard Oneida County Contract Addendum, appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and superseded all prior negotiations, representations, understandings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

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

ONEIDA COUNTY

UPSTATE CEREBRAL PALSY, INC.

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

BY: 
Louis Tehan
President and CEO

DATE: _____

DATE: 9/12/17

Approved

BY: _____
Raymond F. Bara, Esq.
Assistant County Attorney

APPENDIX A

NEW YORK STATE EDUCATION DEPARTMENT

APPROVED PROVIDER SITES

APPROVED PROGRAM(S)	LOCATION
NEW DISCOVERIES LEARNING CENTER	1601 ARMORY DRIVE UTICA, NY 13501
	130 BROOKLEY ROAD ROME, NY 13440
	2601 ONEIDA STREET SAUQUOIT NY 13456

APPENDIX B-1

**PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE COUNTY
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
PRESCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (PSHSP)**

Based upon a request by the County to participate in the New York State Medicaid PSHSP Program under Title XIX of the Social Security Act, and the satisfactory completion of the Medicaid provider agreement form, and statement of reassignment,

(Organization/Contracted Provider's Name)

Will hereinafter be called the Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
 - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A) (1), and any information regarding any Medicaid claims reassigned by the Provider.
 - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

Provider's Authorized Signature: _____

Address: _____

City: _____ State: _____

Zip: _____

Date Signed:

APPENDIX B-2

STATEMENT OF REASSIGNMENT

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

1. To reassign all Medicaid reimbursements to the County that you contracted with for providing medical services billed under the Preschool Supportive Health Services Program (PSHSP),
2. To accept as payment in full the contracted reimbursement rates for covered services,
3. To comply with all the rules and policies as described in your contract with the County,
and
4. To agree not to bill Medicaid directly for any services that the County will bill for under the PSHSP program.

NOTE: Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the Preschool Supportive Health Services Program (PSHSP)

(Date)

(Outside Contract Service Provider's Signature)

APPENDIX B-3

**INFORMATION REQUIRED FOR MEDICAID REIMBURSEMENT
FOR
HEALTH RELATED EDUCATION SERVICES**

Please provide the following information for each Medicaid eligible child with each voucher you submit for reimbursement to the County for special education services provided children with disabilities pursuant to Section 4410 of the Education Law.

Child's Name _____ Date of Birth _____

Client Identification Number (CIN) _____

Dates of Medicaid eligibility coverage from _____

to _____

Is the child covered under additional Health Insurance other than
Medicaid?

Please mark appropriate YES _____ NO _____

APPENDIX C-1

CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY

I, _____, CCC-SLP, NYS Licensed and Registered
(and updated) Speech-Language Pathologist, with current license
number _____ certify that I am providing “Under the Direction
of” (attached) services to the following Certified Teachers of the Speech and Hearing
Handicapped (Therapist):

Name of Therapist

I am providing accessibility to the Teachers of the Speech and Hearing Handicapped in
the following manner:

Signature of Licensed Speech/Language Pathologist

Date

APPENDIX C-2

**CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY**

I, _____, PT, NYS Licensed and Registered
(and updated) Physical Therapist (graduate of a CAPTE – approved program), with current
license number _____

certify that I am providing “Under the Direction of” (attached) services to the following
Certified Physical Therapy Assistant:

Name of Therapist

I am providing accessibility to the Certified Physical Therapy Assistant in the following
manner:

Signature of Licensed Physical Therapist

Date

APPENDIX C-3

CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY

I, _____, OTR, NYS Licensed and Registered, (and updated) Occupational Therapist with current license number _____ certify that I am providing "Under the Direction of" (attached) services to the following Certified Occupational Therapy Assistant (COTA):

Name of Therapist

I am providing accessibility to the Certified Occupational Therapy Assistant in the following manner:

Signature of Registered Occupational Therapist

Date

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 • Fax: (315) 798-6441 • Email: publichealth@ocgov.net

August 15, 2017

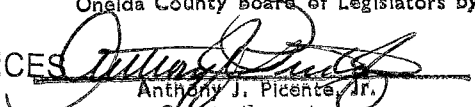
Anthony J. Picente, Jr.
County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

FN 20

17-348

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

HEALTH & HUMAN SERVICES


Anthony J. Picente, Jr.
County Executive

Dear Mr. Picente:

WAYS & MEANS

Date

9/12/17

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are to provide payment for Special Education Itinerant Services rendered to eligible preschool aged children with disabilities.


Enclosed please find four (4) copies of an Agreement between The Network for Children's Speech, Occupational and Physical Therapy, LLC, DBA Children's Therapy Network, and the Oneida County Health Department, Education/Transportation of Handicapped Children Program. This is for the reimbursement of Special Education Itinerant Services for the period of July 1, 2017 through June 30, 2020.

This is a New York State mandated program. We anticipate reimbursement will be \$750,000 for the above stated period of time.

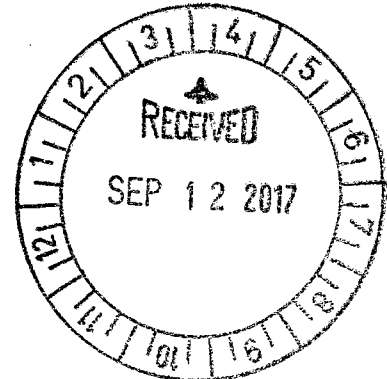
If this Agreement meets with your approval, please forward to the Board of Legislators.

Please contact me if you have any questions or require additional information.

Sincerely,


Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Enclosures
pb



Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The Network for Children's Speech, Occupational and Physical Therapy, LLC
DBA Children's Therapy Network
171 Intrepid Lane
Syracuse, NY 13205

Title of Activity or Service: Special Education Services for classified Preschool Students with Disabilities

Proposed Dates of Operation: July 1, 2017 to June 30, 2020

Client Population/Number to be Served: Preschool Students with Disabilities

Summary Statements

- 1) **Narrative Description of Proposed Services:** The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Codes of Federal Regulations.
- 2) **Program/Service Objectives and Outcomes:** Special Education Services for remediation of cognitive, adaptive and social-emotional delays in preschool age children.
- 3) **Program Design and Staffing:** Certified special education teachers employed by this contract agency will provide Special Education Services. Licensed individuals to provide supportive health services

Total Funding Requested: \$750,000.00

Account # A2960.4957, 1952

Oneida County Dept. Funding Recommendation: \$750,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): County: \$303,750.00
State: \$446,250.00

Cost Per Client Served: This amount varies based on the recommendations of the Committee on Preschool Special Education for each individual child. Rates are set by the New York State Department of Education.

Past Performance Data: Previous allocation was \$560,500.00

O.C. Department Staff Comments: None



**ONEIDA COUNTY
PRESCHOOL SPECIAL EDUCATION ITINERANT SERVICES
CONTRACT**

This Contract, by and between the COUNTY OF ONEIDA, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, through its Health Department, hereinafter referred to as the "County," and THE NETWORK FOR CHILDREN'S SPEECH, OCCUPATIONAL AND PHYSICAL THERAPY, LLC, a limited liability corporation existing under the laws of the State of New York, DBA CHILDREN'S THERAPY NETWORK, having its principal offices at 171 Intrepid Lane, Syracuse, New York 13205-2548, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the County is in need of the provision of special education itinerant services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the New York State Commissioner of Education through the County's Education/Transportation of Handicapped Children Program, hereinafter referred to as the Program.

WHEREAS, the Contractor has been approved by the Commissioner of Education of the State of New York, hereinafter referred to as the "Commissioner of Education," to provide the special education itinerant services in accordance with Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education, to an eligible preschool student with a disability, as both recommended by the Committee on Preschool Special Education AND approved by the Board of Education of the child's resident school district.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

This Contract shall become effective July 1, 2017 and shall terminate on June 30, 2020, conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this contract.

2. RATES

Upon submission of a completed County voucher and required supporting documentation as discussed below for services rendered, the County shall pay the Contractor the rates approved by the New York State Department of Education. Rates shall be the amount established for such purpose by the Commissioner of Education and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates published on the New York State Department of Education website by the Commissioner of Education and only for such period as the Contractor has the approval of the Commissioner of Education. Compensation to the Contractor shall not exceed **Seven Hundred Fifty Thousand Dollars and no cents (\$750,000.00)** during the term of this Contract.

3. TERMINATION

- a. BY CONTRACTOR:** Should the Contractor request termination of this Contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the

parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required.

- b. **BY COUNTY:** This Contract may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this Contract, the County may terminate the Contract effective upon written notice at any time. Furthermore, should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

4. SCOPE OF SERVICES

Services performed pursuant to this Contract shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance with the regulations of the Commissioner of Education, as set forth in 8 NYCRR Part 200.

- a. The Contractor shall provide appropriate Special Education for children with disabilities delivered on an itinerant basis subject to New York State Education Department and the appropriate Board of Education approval. The parties hereto agree that "Special Education" as used herein shall have the same meaning as that term is defined in 8 NYCRR 200.1(ww).
- b. The Contractor shall provide Special Education Itinerant Services, hereinafter referred to as "SEIS," for children with disabilities during the school year. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30. The parties hereto agree that "Special Education Itinerant Services" as used herein shall have the same meaning as that term is defined in Section 4410(1)(k) of the New York State Education Law.
- c. **The Contractor cannot begin providing SEIS to a child with disabilities until the BOE has approved the Notification of Determination of Placement or STAC 1 (System to Track and Account for Children) form, if the BOE uses the STAC 1, outlining the appropriate SEIS to be provided by the Contractor. The start date will be indicated on the STAC 1 and a copy shall be provided to the Contractor.**
- d. All financial arrangements for services under this Contract shall be between the County and Contractor in accordance with the Provisions of Section 5 of this Contract. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, "direct service staff" shall be defined as, but not limited to, individuals providing special education itinerant services that are certified by law, to provide such services as mandated on the child's Individualized Education Program, hereinafter referred to as "IEP." The County will maintain an approved Oneida County SEIS Provider List and ensure that the Contractor is a referral from this list approved by the New York State Department of Education for the County of Oneida.

5. CONDITIONS OF PAYMENT:

The County, in accordance with the provisions of this Contract, shall reimburse the Contractor for expenditures made for contracted services as follows:

- a. The County will provide payment of Evaluation and Reevaluation services rendered, as authorized on the child's Request for Commissioner's Approval of Reimbursement for the Cost of Evaluations (STAC-5) certified by the Committee on Preschool Special Education Chairperson in each school district.
- b. The County will provide payment for SEIS rendered as authorized on the child's IEP and the STAC 1 upon the Contractor's submission of a correctly completed voucher on a monthly basis. All submissions must include the required documentation as set forth in this Contract and any

- other documentation requested by the County. The Contractor shall maintain a copy of the child's IEP throughout the term of this Contract.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days after the end of each month for the September to June session.
 - d. No payment shall be required to be made by the County prior to the receipt of Notification of Determination of Placement or STAC 1, if the Board of Education uses the STAC 1 as its notice of determination of placement.
 - e. No parent or any person shall be required or requested to make payment for services in addition to the payments made by the County pursuant to this contract.
 - f. The Contractor must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed contract so the County can claim Medicaid reimbursement.
 - g. The Contractor shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of the New York State Education Law, as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records shall be retained by the Contractor for seven (7) years after the school year in which the services were provided. The Contractor shall also be responsible for submitting to the County a copy of their cost report for the Contract term provided herein.
 - h. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the Board of Education, the County where the Contractor is located, the State of New York, acting through the New York State Education Department or the New York State Comptroller, federal inspectors, and other personnel duly authorized by such County. In addition, the County shall make available any and all copies of such documents to such other relevant Municipalities.

6. MEDICAID COMPLIANCE:

The Contractor shall provide with the voucher the following information for all Medicaid eligible children pursuant to Section 4410 of the New York State Education Law:

- a. Dates of services rendered and documentation that each SEIS session was verified as delivered by the signature of the service provider.
- b. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services.
- c. All reporting requirements necessary for Medicaid compliance required by Section 4410 of the New York State Education Law. The Contractor shall be responsible for reviewing Medicaid in Education notifications and changes, which can be found at <http://www.oms.nysed.gov/medicaid/>.
- d. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the New York State Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort." Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board of Education's Notice of Determination. A copy is to remain in the Contractor's file.

7. COMPLIANCE WITH THE LAW

The Contractor agrees that while performing under the terms of this Contract that the Contractor shall comply with all Federal, New York State statutes and regulations and all local rules and regulations.

8. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Services Law, the Contractor is required to screen and be cleared through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as "SCR."
- b. The Contractor is responsible for screening and obtaining clearance through the SCR for the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and Related Services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education children.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or Contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by Section 424-A of the New York State Social Services Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a of the New York State Social Services Law must be submitted to the County with the instant Contract and on an ongoing basis as required for special education services and programs for preschool children with disabilities.

9. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this contract. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Contract in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this contract.

10. REPORTING REQUIREMENTS

- a. Contractor-employed therapists and teachers shall be presently qualified to provide SEIS in New York State and shall submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the term of this Contract.
- b. Contractor agrees to attend Committee for Preschool Special Education, hereinafter referred to as "CPSE," annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. The Contractor shall submit a copy of any reports necessary for review at these meetings to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.
- c. Speech pathologists shall be required to obtain a written **Prescription** (recommendation/order) for speech services signed and dated from (1) New York State Licensed and American Speech-Language-Hearing Association (ASHA) Certified Speech-Language Pathologist OR (2) a physician, physician's assistant or nurse practitioner which denotes the appropriate and current ICD code. **A New York State Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral for services if they have not seen the preschool child. The Regulations of the New York State Department of Social Services, at 18 NYCRR 505.11, requires that a written order must contain a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is**

incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.

- d. Physical Therapists must obtain a signed **prescription** (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an **ICD code**.
- e. Occupational therapists must obtain a signed **prescription** (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an **ICD code**.
- f. **No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained.** A copy of this prescription must also be forwarded to the County with the initial bill.
- g. **The Contractor must obtain a current copy of the IEP from the CPSE Chairperson prior to start of service which will follow the BOE approval date.** This is applicable to any later program changes on the IEP as well. The Contractor shall deliver services as specified on the IEP in the areas of remediation, frequency and duration of SEIS.
- h. The Contractor shall submit an attendance and progress note for each session the child received SEIS on a monthly basis at the minimum, or with the invoice, whichever is presented first. **All progress notes submitted must also have the signature and National Provider Identification number (NPI#) of this licensed individual and title as well as the direct service provider and title.**
- i. The Contractor shall call the CPSE chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence, or if the therapist recommends a change in service or discharge.
- j. The Contractor shall forward a copy of all documentation and justification for 12-month programming to the County and the CPSE prior to any scheduled program review or annual review, whenever such is recommended.
- k. The Contractor shall meet with the child's parent/guardian at such times as appropriate during the year to discuss goals and progress. Whenever services are to be delivered in conjunction with a general education preschool program, the Contractor shall work with the program by communicating with staff, parents, school district and other therapists. An attempt will also be made to provide parent/guardian with follow up materials to be used at home to reinforce delivery of related services.
- l. The Contractor shall inform the parent/guardian of his/her responsibility to ensure that the child's attendance enables him/her to benefit from the SEIS provided. The parent/guardian should be made aware of the need to alert the Contractor in a timely manner when the child will be absent or not available for SEIS if provided in the home.
- m. If two or more Related Services are required for a child, the CPSE Chairperson shall select one of the therapists to act as a Coordinator of Service. If the CPSE determines that Special Education Itinerant Services (SEIS) is to be provided in conjunction with one or more Related Services, the SEIS shall be responsible for the coordination of such services pursuant to Regulations of the Commissioner of Education. Compensation for such services is to be part of the SED established rates for the SEIS model.
- n. The Contractor's progress notes addressing goals and objectives on the IEP must be completed quarterly. A copy of the progress notes must be provided to the parent, the CPSE Chairperson and the County.

11. RESPONSIBILITIES OF SEIS PROVIDER AS THE COORDINATOR OF SERVICE

It is the responsibility of the Contractor, as an SEIS provider, to stay thoroughly informed on all facets of the services provided to the child. In addition to duties as outlined in the section entitled "Reporting Requirements" above, the coordinator will perform appropriate coordination activities including but not limited to:

- a. Arranging the schedule for service delivery, offering recommendations and consulting with the CPSE chairperson to resolve scheduling issues when appropriate.

- b. Sharing appropriate information with other Related Service providers for the appropriate integration of such services.
- c. Gathering appropriate progress reports and anecdotal information relating to the student's progress from all Related Service providers to ensure that the Coordinator has a general knowledge of the child's progress, as well as any significant considerations, in the Related Service area.
- d. Attend Annual Review meeting and other meetings, if requested by the CPSE chairperson. The coordinator is responsible to have all information on the child's progress and needs and is expected to represent the other therapists involved in the child's care at the CPSE meetings.
- e. Conducting activities such as telephone conferences or other communication practices. Coordination activities must be documented and reported in half-hour service blocks on the Coordination Service Form.
- f. Coordination services can be provided only by a licensed speech pathologist, physical therapist and occupational therapist.

12. INSURANCE AND INDEMNIFICATION

- a. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A.M. Best.
 - i. Commercial General Liability (CGL) Coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - A. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - B. Oneida County and all other parties required of Oneida County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insureds shall include completed operations.
 - ii. Professional liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - iii. Workers' Compensation and Employers Liability coverage – statutory limits apply.
- b. **Waiver of Subrogation:** Contractor 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 the requirements stated above.
- c. **Certificates of Insurance:** Prior to the start of any work the Contractor shall provide a certificate of insurance to Oneida County. 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. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.
- d. **Indemnification:** The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by the Contractor and its subcontractors, agents, servants or employees, and from any loss or damage arising, occurring, or resulting from the negligent acts or failure to act or any default of negligence by the Contractor and its subcontractors or failure on the part of the Contractor and its subcontractors to comply with any of the covenants, terms or conditions of this contract.

13. EXCLUSIVITY

- a. The County retains the right to reassign children receiving SEIS under the terms of this Contract to other Contractors or its own employees.
- b. The County retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not classified preschool aged children with a disability receiving SEIS in Oneida County.

14. INDEPENDENT CONTRACTOR STATUS:

- a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. 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. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Contract, and may continue to make his or her services available to the public.
- c. The Contractor'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. Contractor acknowledges and agrees that neither Contractor, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its employees under this Contract, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to Contractor's employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Contract.
- f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

15. SUBCONTRACT

The Contractor may not assign the Contractor's rights and obligations under this contract, or subcontract with or employ another to provide the services described above of this Contract, without the prior written consent of the County.

16. ENTIRE AGREEMENT

The terms of this Contract, the attached Oneida County Addendum, and any other attachments, amendments, addendums or appendixes attached hereto, are deemed incorporated herein in their entirety and constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this contract. No wavier, alterations or modifications of and provisions of this Contract shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

17. EXPENSES

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

18. TRAINING

Contractor shall not be required to attend or undergo any training by the County. Contractor shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

19. ADVICE OF COUNSEL


Each party acknowledges that, in executing this Contract, 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 Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

ONEIDA COUNTY

CONTRACTOR

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

BY: 
Erick Schwartz
Manager

DATE: _____

DATE: 8/31/17

Approved

BY: _____
Raymond F. Bara
Assistant County Attorney

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

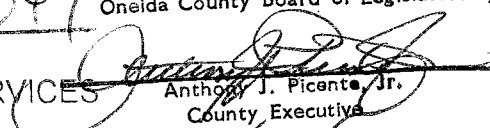
County Office Building 800 Park Avenue Utica, NY 13501
Phone (315) 798-5514 Fax (315) 793-6044

September 1, 2017

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

FN 20 17-349
HEALTH & HUMAN SERVICES

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


Anthony J. Picente, Jr.
County Executive

Date 9/22/17

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

The Contractor provides outreach and intake services for the Home Energy Assistance Program (HEAP) for the County of Oneida.

The term of this Agreement runs from November 1, 2017 through March 31, 2020. The Agreement cost is \$82,572.00 with no local cost to the County. This service went out to RFP and this is an awarded Agreement.

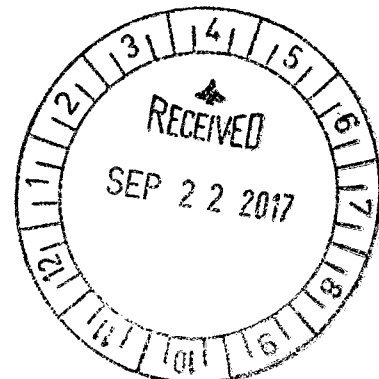
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible.

Thank you for your consideration.

Sincerely,


Lucille A. Soldato
Commissioner

LAS/vlc
attachment



15101

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent x _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Mohawk Valley Community Action Agency, Inc. (MVCAA)
9882 River Road
Utica, New York 13502

Title of Activity or Services: Home Energy Assistance Program (HEAP)

Proposed Dates of Operations: November 1, 2017 through March 31, 2020

Client Population/Number to be Served: Households whose individuals are less than 60 years of age and not receiving Supplemental Nutrition Assistance Program or Public Assistance.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

MVCAA provides information regarding the HEAP, as well as outreach and assistance with applications for both emergency and regular assistance. The HEAP typically runs November 1st through March 31st of each year. There are six (6) outreach sites within Oneida County and also provisions for home visits if clients cannot access the outreach sites.

2). Program/Service Objectives and Outcomes:

To provide outreach and intake services for the HEAP for the County of Oneida.

3). Program Design and Staffing Level:

Program Director and five (5) Resource Specialists

Total Funding Requested: \$82,572.00

Year One - \$27,524.00 in five monthly installments of \$5,504.80

Year Two - \$27,524.00 in five monthly installments of \$5,504.80

Year Three - \$27,524.00 in five monthly installments of \$5,504.80

Oneida County Dept. Funding Recommendation: \$82,572.00

Account # A6015.495

Mandated or Non-mandated: Service is mandated

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

Federal	100 %	\$82,572.00
State	0 %	\$ 0.00
County	0 %	\$ 0.00

Cost Per Client Served: N/A

Past performance Served:

The Department paid this provider a total of \$35,000 for a previous one (1) year/5 month program Contract. Mohawk Valley Community Action Agency, Inc. performs a valuable service to ensure that eligible Oneida County recipients receive this 100% federally funded benefit.

O.C. Department Staff Comments:

The Department is satisfied with this provider's service and has had a contract with Mohawk Valley Community Action since 1989. **There are no County funds used to support this effort. This service went out to RFP and this is an awarded agreement. MVCAA was the sole responder.**

#15101

Low Income Home Energy Assistance Act Agreement

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as County) through its Department of Social Services (hereinafter referred to as Department) and Mohawk Valley Community Action Agency, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with offices located at 9882 River Road, Utica, New York 13502 (hereinafter referred to as Contractor).

WITNESSETH

WHEREAS, the Department requires a Service Agreement with a qualified provider to comply with the Social Services Law of the State of New York and the rules and regulations of Title 18 NYCRR, specifically that the County of Oneida shall provide for a comprehensive program of assistance and care to supply the basic needs of those eligible individuals living within the County who qualify for and need assistance and care; and

WHEREAS, the Contractor, in consultation with the Department, has agreed to provide Home Energy Assistance Program (HEAP) outreach and services for specified and agreed-to fees as stated in Article IV of this Agreement; and

WHEREAS, the Department has accepted the offer of the Contractor to provide HEAP outreach and services;

NOW, THEREFORE, the parties hereto covenant and agree as follows:

I. TERM OF AGREEMENT

1. The term of this Agreement shall commence on November 1, 2017 and terminate on March 31, 2020.
2. This Agreement may be renewed annually for an additional two (2) five (5) month terms at the sole discretion of the County and notice to the Contractor shall be provided prior to the end of the term of this Agreement..

II. CONTRACTOR RESPONSIBILITIES:

1. The Contractor shall:

A. Assume responsibility for performance of outreach activities in connection with HEAP, consistent with the State Plan and regulations. The conduct of such outreach activities shall be designed to ensure that eligible households, especially households with elderly individuals, handicapped individuals, or both, are made aware of the assistance available under HEAP.

B. Accept and assist in the hardcopy and electronic submission of HEAP applications and required documentation of eligible low income households in accordance with the State Plan, State-issued policy instructions and/or operation manuals.

C. Refer elderly applicants (aged 60 and over) to the local Office for the Aging.

D. Make applications and appropriate instructions available as to where to apply for any person requesting an application.

E. Comply with program policy directives from the County concerning the provision of assistance or referral services to households in cases of energy emergencies.

F. Assist the Department in the ongoing review and monitoring of HEAP, including providing to the Department any information and reports necessary for the proper and efficient administration and evaluation of HEAP.

G. In connection with HEAP fair hearings, provide appropriate witnesses, representatives and documents as requested by the Department.

H. Permit and cooperate with Federal and/or State investigations undertaken in accordance with Section 2605 of the Low Income Home Energy Assistance Act of 1981 and also State Investigations for Fraud.

I. Perform the responsibilities listed in the attached Appendix A.

III. DEPARTMENT RESPONSIBILITIES

1. The Department shall:

A. Retain overall supervision of HEAP within Oneida County.

B. Have the responsibility for the exercise of administrative and policy discretion with respect to the implementation and operation of HEAP, the sole making of all eligibility determinations and guarantees, the sole responsibility for certification of heating equipment repair benefits, recording and accounting procedures, and monitoring of Contractor performance.

C. Supply all HEAP forms and instructions for completion and other related materials, as needed.

IV. REIMBURSEMENT

1. The Department shall reimburse the Contractor an amount not to exceed \$27,524.00 annually.

2. The program runs five months per year, typically from November through March, but may vary. Payments will be made in five (5) equal monthly installments of \$5,504.80 per Agreement year.

3. The maximum amount of this Agreement will not exceed \$82,572.00.
4. If the County and the Department elect to renew this Agreement, the annual cost for each additional one (1) year term will not exceed \$27,524.00, and the same shall be payable in accordance with paragraph IV(2).
5. The Department agrees to pay the Contractor monthly upon submission of a County Voucher.
6. The Department may, at its option, process requests for payments of advances to the Contractor. Such advances shall be refunded to the Department at the termination of this Agreement or sooner in the event that the Department deems that a reallocation is appropriate.

V. AMENDMENT

1. The Department and the Contractor may amend this Agreement in writing in the event additional administrative funds become available.

VI. PERSONNEL

1. The Contractor's employees performing work under this Agreement shall continue to report to their own Supervisors. However, as the Commissioner of Social Services bears the full responsibility for the HEAP program, the Commissioner of Social Services has the right to have reassigned any employee performing under the Agreement and to request retention, reinstatement or reassignment of any employee who may have been removed.
2. Prior to demanding any such removal, the Department shall consult with the Contractor in an attempt to resolve the problem.
3. The rights of the Department set forth herein shall not be exercised in an arbitrary or capricious manner. To that end, the Department asserts that it does not seek to exercise control over the Contractor's internal personnel management beyond rights set forth herein and agrees to provide written notice for action taken herein.

VII. RECORDS

1. The Contractor agrees to maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.
2. The Contractor agrees to keep records relating to this Agreement for a period of six (6) years. The aforesaid records shall be subject to audit by the Department of Social Services, the New York State Department of Family Assistance, the New York State Department of the Comptroller and the United States Department of Health and Human Services. The Contractor agrees to provide the aforesaid governmental

agencies and their duly authorized representatives with full access to aforesaid records.

IX. TERMINATION

1. This Agreement may be terminated by the Department upon 30 days' written notice to the Contractor.

X. CONFIDENTIALITY OF INFORMATION

1. The Contractor shall treat all information, and in particular, information relating to recipients, which is obtained by it through its performance under this Agreement, as confidential information to the extent that confidential treatment is provided under New York State and Federal Law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder.

XI. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. 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. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
3. The Contractor's 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.
4. Contractor acknowledges and agrees that neither Contractor, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
5. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to Contractor's 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). Contractor shall provide proof of worker's 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 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 agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

XII. EXPENSES

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

XIII. TRAINING

1. Contractor shall not be required to attend or undergo any training by the County, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, 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.

XIV. INSURANCE AND INDEMNIFICATION

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.

A. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

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

B. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- iv. Coverage for review of cases and resulting Professional assessment.
- v. Coverage for Abuse and Molestation.

C. Automobile Liability.

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

D. Commercial Umbrella.

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

E. Workers' Compensation and Employers Liability.

xii. Statutory limits apply.

2. **Waiver of Subrogation:** Contractor 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, Automobile Liability, Umbrella Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
3. **Certificates of Insurance:** Prior to the start of any work, the Contractor shall provide certificates of insurance to Oneida County. 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. 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 Oneida County.
4. **Indemnification:** The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.
5. In the event that the Contractor has complied with the terms and conditions of the HEAP program as required by the Department under this Agreement and in accordance with the State Plan and related State Law and regulations the Department shall hold the Contractor harmless from any and all liability which may arise by reason of such compliance. The preceding shall not be construed to hold the Contractor harmless from liability arising out of its own negligence or from expenses negligently or voluntarily incurred above the Contract ceiling as stated herein.

XV. ADVICE OF COUNSEL

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.

XVI. CHOICE OF VENUE

1. 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.

XVII. ENTIRE AGREEMENT

1. The terms of this Agreement, and all attachments, amendments, addendums or appendixes attached hereto, including but not limited to, Appendix A (HEAP Scope of Services), Appendix B (New York State Conditions), Appendix C (Standard Clauses for All Oneida County Department of Social Services Contracts), and Oneida County Contracts Addendum, 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.

2. 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 THEREOF, the parties hereto have executed this Agreement on the day and year first below written.

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

 Date: _____
 Approved: _____
 Maryangela Scalzo, Assistant County Attorney

 Date: _____
 Oneida County Department of Social Services: _____
 Lucille A. Soldato, Commissioner

 Date: 9/21/17
 Mohawk Valley Community Action Agency: Amy Turner
 Amy Turner, Executive Director

Appendix A

Home Energy Assistance Program (HEAP) Scope of Services

NOW THEREFORE, in order to define their respective roles and responsibilities in the administration of the HEAP Program, the parties agree as follows:

I. The Contractor shall:

- a) Assume responsibility for performance of outreach activities in connection with HEAP consistent with the State Plan and regulations. The conduct of such outreach activities shall be designed to assure that eligible households, especially households with elderly individuals, handicapped individuals, or both, are made aware of the assistance available under HEAP and under any similar energy-related assistance available under subtitle B of title VI (relating to community services block grant program) or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1981. Outreach activity may include the utilization of various news media to maximize the dissemination of energy assistance information.
- b) Accept and assist in the hardcopy and electronic submission of applications and required documentation for eligible low income households in connection with HEAP in accordance with the State Plan, State-issued policy instructions and/or operation manuals.
- c) Elderly applicants (aged 60 and over) shall be referred to local Office for the Aging.
- d) The Program Director for the Contractor will oversee day to day operation of the HEAP program, including but not limited to, responsibility for reviewing applications taken and overseeing the sending of completed applications to Department. The Program Director for the Contractor will be in direct contact with the Department's HEAP Coordinator. Resource specialist(s) will be responsible for setting up appointments, providing documentation requirements and taking of applications.
- e) All applications will be date stamped upon receipt (Contractor has 10 days to get them to the Department from date of receipt).
- f) If Contractor staff assisted with an application, they will sign it as well as the client.
- g) Contractor staff will make sure all information and documentation required to make a determination is attached.
- h) Contractor staff will make sure application is complete and accurate.
- i) Contractor staff will make sure application is signed by client in all the designated areas.

- j) Contractor staff will assist clients to e-file at mybenefits.gov (if client wants to e-file) (they will instruct the client, but not complete the application) and the clients account will always be used.
- k) Contractor will maintain an application log that indicates the date received, name of client, date sent to the Department, and the name of the staff member that assisted.
- l) Contractor will call the HEAP Coordinator every Monday at 9:00 A.M. with a count of all pending applications.
- m) When emergency HEAP opens, the Contractor will ensure that the client has received Regular HEAP benefits prior and make it known to the client that a call to the Department is required.
- n) The Contractor shall not determine eligibility, shall not make promises of awards, and shall not complete applications for clients.
- o) The outreach plan shall include providing outreach and intake services to Oneida County. Regular and emergency HEAP applications are processed by appointment in the Rome office (Monday through Friday 9:00 a.m. – 3:00 p.m.). The Contractor will have extended hours to better serve working families as needed. The outreach sites provide additional hours of regular application opportunities for eligible families, and are tentatively scheduled as follows:

Outreach Sites and hours of operation:

Rome, Mohawk Valley Community Action Agency, Inc.:

(Monday – Friday 8:30 a.m. – 4:00 p.m.)

Utica, Mohawk Valley Community Action Agency, Inc.:

(Monday – Friday 8:30 a.m. – 4:00 p.m.)

Camden Town Hall (1:00 p.m. – 6:00 p.m.)

Remsen Village Hall (1:00 p.m. – 6:00 p.m.)

Oriskany Falls Village Hall (1:00 p.m. – 6:00 p.m.)

Boonville United Methodist Church (1:00 p.m. – 6:00 p.m.)

Oriskany Municipal Building (1:00 p.m. – 6:00 p.m.)

North Bay Town Hall (1:00 p.m. – 6:00 p.m.)

A complete schedule of times and dates will be forwarded to the County HEAP offices in both Utica and Rome by the end of October, 2017.

Mohawk Valley Community Action Agency shall also provide home visits for those individuals who must have a face-to-face interview for a HEAP application, as well as emergency home visits for households with applicants under the age of 60, all under the direction of the Department.

p) Make applications available with appropriate instructions on where to apply for any person requesting an application. This includes assisting clients in the hardcopy and electronic submission of the application and gathering and submission of required backup documentation.

q) Comply with program policy directives from the Department concerning the provision of assistance or referral services to households in cases of energy emergencies. All energy emergencies will be referred to the Department.

r) Assist the Department in the ongoing review and monitoring of HEAP, including the provision to the Department of any information and reports necessary for the proper and efficient administration and evaluation of HEAP.

s) Ensure participation of appropriate staff in any training program conducted by the New York State Department of Social Services and/or the Department for the purpose of educating Contractor's staff in the processes, procedures and requirements of HEAP.

t) Maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that the assistance payments and the administrative cost claims for reimbursement meet State and Federal requirements.

u) In connection with HEAP fair hearings, provide appropriate witnesses, representatives and documents as requested by the Department.

v) Permit and cooperate with Federal and/or State investigations undertaken in accordance with Section 2605 of the Low Income Home Energy Assistance Act of 1981 as well as State Investigations for fraud.

w) All Applications will be routed to the Department within the required timeframe of ten (10) calendar days of receipt of a signed and completed application. The District may assess a penalty of \$5.00 per day for applications that are not forwarded to the Agency within the ten (10) Calendar day requirement.

x) The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff.

II. The Department shall:

a) Retain overall supervision of HEAP within the Department.

b) Except to the extent set forth in Paragraph I of this Agreement, have responsibility for the exercise of administrative and policy discretion with respect to the implementation and

operation of HEAP; the sole making of all eligibility determinations and guarantees; recording and accounting procedures, and monitoring of Contractor performance.

c) Supply all HEAP forms and instructions for completion and other related materials, as needed.

APPENDIX B

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 five 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 of 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 C

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 County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, 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:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for 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 register 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 provided 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 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 contract, 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 contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 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 contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from 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.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 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 Agreement, where applicable. The Contractor specifically agrees that he 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, 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 the 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
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract 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 years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. 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:

- a) 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.
- b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
- c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
- d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
- e) 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 contract 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 years.

- n. By signing this contract, the Contractor certifies that within the past three 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 Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
 - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - 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.
 - 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
 - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 - 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, Department may require as a condition precedent to entering into the contract 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 contract, the

Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, 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 contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a 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 Office'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 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 ON 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 County 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, 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 other 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 a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor 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 redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor 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 Contractors, or its sub-contractor'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 all Contract 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, 9th 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 and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract 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 their 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 the contract. 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 Contract 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, or 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 :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the 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 the 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 accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- 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;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- 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 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 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 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 the contract, 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 the contract, 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 the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- 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 the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 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 local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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


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

Mohawk Valley Community Action Agency, Inc.

NAME OF CONTRACTED AGENCY

Amy Turner, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

9/21/17
DATE

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

I, the undersigned, an employee of _____, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of November, 2017 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, and 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 this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

-
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;

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

5. Non-Assignment Clause.

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. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter,

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

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The 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. (2) The personal information is requested by the County’s purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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 hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

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

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

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

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

August 3, 2017

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

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

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

Date 9/29/17

Dear Mr. Picente:

Attached for your review and approval is a Purchase of Service Agreement between the Oneida County Department of Social Services and Kids Oneida, Inc. for the services of Comprehensive Outpatient Assessments.

The Department utilizes Comprehensive Outpatient Assessments of children where there are outstanding diagnostic questions and a reasonable expectation the child can be maintained in the community during the assessment process.

The term of this agreement runs from November 1, 2017 through October 31, 2020. The Department does not anticipate spending more than \$150,000.00 for the duration of this agreement with a local cost of 27.18% or \$40,770.00. The Department spent \$31,900.00 for the term of January 2016 through December 2016 with a local cost of 27.18% or \$8,670.42. This service went out to RFP and this is an awarded agreement.

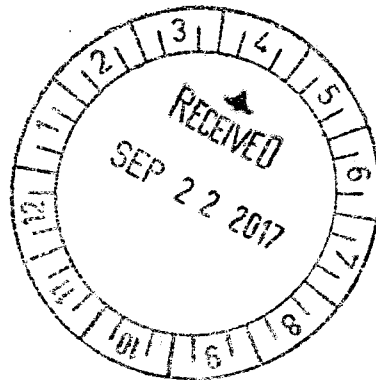
I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Lucille A. Soldato
Commissioner

LAS/vlc
attachment



23802

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent x
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Kids Oneida, Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Services: Comprehensive Outpatient Assessments

Proposed Dates of Operations: November 1, 2017- October 31, 2020

Client Population/Number to be Served: Children requiring assessments as requested by the Department of Social Services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Upon receipt of a referral, Contractor shall complete a Comprehensive Evaluation as follows:

- A) A psychosocial evaluation completed by a Certified Social Worker or equivalent.
- B) A psychological or psychiatric evaluation.
- C) A written summary completed by the Contractor's Senior Service Coordinator assigned to the Assessment.
- D) The recommendations made to the Court will highlight the level of care recommended, what specific interventions or strategies will be needed and any other significant clinical issues.

2). Program/Service Objectives and Outcomes:

Comprehensive Outpatient Assessments will allow children to be maintained in the community during the assessment process when there are outstanding diagnostic questions.

3). Program Design and Staffing Level:

See Number (1) one.

Total Funding Requested: Maximum amount \$150,000.00 Account # A6119.495

Oneida County Dept. Funding Recommendation: \$150,000.00

Mandated or Non-mandated: The service is mandated.

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

Federal	38.39 %	\$57,585.00
State	34.43 %	\$51,645.00
County	27.18 %	\$40,770.00

Cost Per Client Served: Year One \$1,400 per evaluation
Year Two \$1,450 per evaluation
Year Three \$1,500 per evaluation

Past performance Served: The Department has contracted with this provider since 2002 for this service. The Department spent \$31,900.00 for the period of January 2016 through December2016.

O.C. Department Staff Comments: The Department is satisfied with this provider's service.
This service went out to RFP and this is an awarded agreement. Kids Oneida, Inc. was the sole responder.

THIS IS AN AGREEMENT, 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 KIDS ONEIDA, INC., a domestic not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law with its principal office at 310 Main Street, Utica, New York 13501 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Department is in need of Comprehensive Outpatient Assessments of children when there are outstanding diagnostic questions and a reasonable expectation that the child can be maintained in the community during the assessment process; and

WHEREAS, the Contractor has the expertise and resources available to provide the Comprehensive Outpatient Assessments;

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

1. **TERM AND TERMINATION OF AGREEMENT:**

- A. The term of this Agreement shall be from November 1, 2017 through October 31, 2020.
- B. This Agreement may be renewed for up to two (2) additional one-year terms. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.
- C. This Agreement may be terminated with a 30-day written notice by the Department.
- D. 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 and the effective date of termination. 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 shall not incur new obligations or claim any expenses incurred after receipt of notification of termination.

2. SCOPE OF SERVICES:

- A. The Contractor shall provide Comprehensive Outpatient Assessments as requested by the Department or as ordered by Oneida County Family Court (Services).
- B. Upon receipt of a referral, Contractor shall complete a Comprehensive Outpatient Assessment as follows:
 - i. A psychosocial evaluation completed by a Certified Social Worker or equivalent.
 - ii. A psychological or psychiatric evaluation by a psychologist and/or psychiatrist or equivalent.
 - iii. A written summary completed by the Contractor's Senior Service Coordinator assigned to the Assessment.
 - iv. The recommendations made to the Court shall highlight the level of care recommended, what specific interventions or strategies will be needed and any other significant clinical issues.

3. PERFORMANCE OF SERVICES:

- A. 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. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the location, method, details and means of performing the Services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- B. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.
 - i. The Contractor shall provide a list of all Assistants on a monthly basis.

- ii. Any Assistant employed or engaged by the Contractor shall be bound by the same terms and conditions as the Contractor herein.
- C. 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.
- D. County maintains the right to contract with other individuals or entities to perform the same Services.

4. REIMBURSEMENT:

- A. This is a fee for service Agreement. Services will be billed per Comprehensive Outpatient Assessment as follows:
 - i. For the term of November 1, 2017 through October 31, 2018, the Department will reimburse the Contractor \$1,400.00 per Comprehensive Outpatient Assessment.
 - ii. For the term of November 1, 2018 through October 31, 2019, the Department will reimburse the Contractor \$1,450.00 per Comprehensive Outpatient Assessment.
 - iii. For the term of November 1, 2019 through October 31, 2020, the Department shall reimburse the Contractor \$1,500.00 per Comprehensive Outpatient Assessment.
- B. Total reimbursement under this Agreement shall not exceed \$150,000.00.
- C. The Department shall reimburse Contractor for transportation cost only upon prior approval from the Department, on the rare occasion when the evaluation has to be done in Syracuse, New York, and only if all other sources of reimbursement have been exhausted.
- D. Payment by the County shall be contingent upon the Contractor submitting a County Voucher to THE ACCOUNTING DEPARTMENT certifying the satisfactory completion of the Contractor's performance and setting forth the payment to be made.

5. CONFIDENTIALITY:

- A. 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.

6. RECORD KEEPING AND AVAILABILITY:

- A. The records of individual recipients of Services shall be made available to the Department upon request for consultation or review.
- B. 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.
- C. The Contractor shall maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the Services provided under this Agreement.
- D. The Contractor shall collect statistical data of a fiscal nature on a regular basis and make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.
- E. Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.
- F. The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for 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. 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 benefits. The Contractor, in accordance with its status as Independent Contractors, covenant and agree 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 Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the

County.

- 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. Contractor and County agree that 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 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 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 employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- F. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- H. The Contractor shall 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.

8. EXPENSES:

- A. The Contractor shall be 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, unless in accordance with Section 4, paragraph C of this Agreement, equipment, tools, office space, support services or other general operating expenses.

9. TRAINING:

- A. The Contractor 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.

10. INSURANCE AND INDEMNIFICATION:

- A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
 - i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
 - b. Oneida County, and all other parties required of 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. Coverage for these additional insureds shall include completed operations.

- c. Abuse and Molestation coverage must be included.
- ii. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
- iii. Automobile Liability
 - a. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c. Oneida County shall be included as an additional insured on the auto policy. Coverage for 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.
 - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.
- v. Workers' Compensation and Employers Liability
 - a. Statutory limits apply.

- B. **Waiver of Subrogation:** Contractor waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent

these damages are covered by Commercial General Liability, Professional Liability, Automobile Liability, Umbrella Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

- C. **Certificates of Insurance:** Prior to the start of any work, the Contractor shall provide certificates of insurance to Oneida County. 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. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Oneida County.

- D. **Indemnification:** The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

11. 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.

12. MISCELLANEOUS PROVISIONS:

- A. If the Contractor does not 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 State Department of Social Services as it deems necessary.

- B. 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 Services defined in Section 2. 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.

- C. This Agreement shall not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the Department. If approval is granted, it should also be noted that they are subject to Federal and State requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor and any subcontractor shall be bound by the same terms and conditions as the Contractor herein.
- D. 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.
- E. 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. Contractor shall keep such required documents in full force and effects during the term of this Agreement, or any extension, and shall comply within the required time to secure any new license so required.
- F. 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.
- G. 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.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Approved: _____

Maryangela Scalzo, Assistant County Attorney

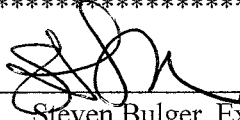
Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 8/31/2017

Contractor: _____



Steven Bulger, Executive Director and Chief Executive Officer

APPENDIX A

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
 - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
 - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five 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 of 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 County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, 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:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for 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 register 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 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 contract, 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 contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 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 contract. The term “litigation” shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from 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.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 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 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 the 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
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract 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 years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. 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:
 - a) 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.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
 - e) 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 contract 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 years.

- n. By signing this contract, the Contractor certifies that within the past three 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 Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- 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.
- 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
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- 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, Department may require as a condition precedent to entering into the contract 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 contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, 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 contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a 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 Office'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 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 County 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, 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 other 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. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor 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 sub-contractor 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 Contractors, or it's sub-contractor'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 all Contract 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.

- 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 and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract 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 the contract. 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 Contract 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, or 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:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the 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 the 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 accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- 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;
- A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- 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;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- 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 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 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 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

the contract, 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 the contract, 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 the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

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 the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 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 local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

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

KIDS ONEIDA, INC.

NAME OF CONTRACTED AGENCY

Steven Bulger, Executive Director and Chief Executive Officer

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

5/31/17

DATE

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

I, the undersigned, an employee of _____, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of November, 2017 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, and 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 this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority’s service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

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

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

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

- 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

- 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
- 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and

3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

5. Non-Assignment Clause.

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. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen

who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports,

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

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The 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. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

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 hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

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

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

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

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

July 18, 2017

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
HEALTH & HUMAN SERVICES
Date 9/28/17
WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators. The Agreement is with the House of the Good Shepherd for the operation of Non-Secure Detention Services providing the Department with five (5) reserved beds for Oneida County youth.

The House of the Good Shepherd has provided this service for the Department of Social Services since 1990. This co-ed facility provides a local temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth either awaiting further court action or youth who are already adjudicated PINS (Person in Need of Supervision) or JD (Juvenile Delinquents).

The term of this agreement is January 1, 2018 through December 31, 2018. The cost for the term of this agreement will not exceed \$538,375 for five reserved beds. The costs are 49% reimbursable through New York State Office of Children and Family Services, with a local cost of 51% in the amount of approximately \$274,571.25, depending on utilization.

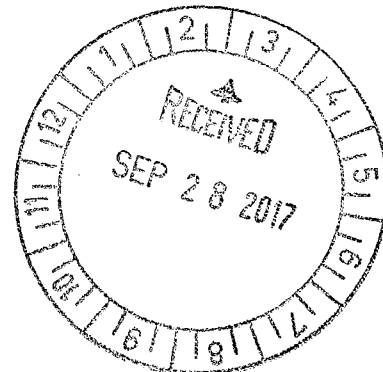
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/vlc
attachment



12902

Oneida Co. Department Social Services

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

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: House of the Good Shepherd
1550 Champlin Avenue
Utica, New York

Title of Activity or Services: Non-Secure Detention

Proposed Dates of Operations: January 1, 2018 through December 31, 2018

Client Population/Number to be Served: Youth placed by Family Court Remand PINS warrant, JD warrant or placed by Peace Officer.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services -

The Contractor's Non-Secure Detention Program will operate a co-ed facility from the Contractor's Sunset Avenue location in Utica, New York. The Contractor will reserve and provide the Department with 5 beds for youth in need of Non-Secure Detention Services to be utilized by Oneida County youth.

2). Program/Service Objectives and Outcomes -

Provides for the local temporary placement of youth who are placed by Family Court Remand PINS warrant, JD warrant or placed by a Peace Officer until a permanent placement is provided, determined or located.

3). Program Design and Staffing Level –

A co-ed non-Secure facility, 24-hour supervision and care.

Total Funding Requested: \$295.00 per bed/per day

Oneida County Dept. Funding Recommendation: Account #: A6123.495

Mandated or Non-mandated: Mandated to provide Non-Secure Detention Services.

Proposed Funding Source (Federal \$ /State \$ / County \$): Estimated depending on utilization

State	49 %	\$263,803.75
County	51 %	\$274,571.25

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 1990. The maximum cost of the 5 reserved beds for the term of this Agreement is \$538,375.00. Should the department have the need for more than 5 beds in any given day the additional beds will be at the reduced bed rate. The Contractor was paid \$551,650.00 from January 2016 through December 2016.

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York (hereinafter called County), through its Oneida County Department of Social Services, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (hereinafter called Department), and House of The Good Shepherd, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with its principal place of business at 1550 Champlin Avenue, Utica, New York 13502 (hereinafter called Contractor).

WITNESSETH

WHEREAS, the Department has the responsibility for care and custody of Persons in Need of Supervision (P.I.N.S.) and Juvenile Delinquents (J.D.) remanded to Non-Secure Detention prior to, during and immediately after judicial proceedings in relation to such persons; and

WHEREAS, the Department desires to reserve five (5) beds through the Contractor's operational Non-Secure Detention Program, as well as related services for such persons; and

WHEREAS, the Contractor will administer and manage the Non-Secure Detention Program at its Non-Secure Detention facility located at 1606 Sunset Ave, Utica, New York; and

WHEREAS, the New York State Office of Children and Family Services has and will certify said Non-Secure Detention Program; and

WHEREAS, the Department and the Contractor each desire to enter into an agreement for such Program on the terms and conditions set forth herein;

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

I. TERM OF AGREEMENT

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2018. The option to renew this Agreement is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

1. The Contractor's Non-Secure Detention Program shall operate a co-ed facility from the Contractor's 1606 Sunset Avenue location in Utica, New York. The Contractor shall reserve and

provide the Department with five (5) beds to be utilized by Oneida County youth in need of Non-Secure Detention Services.

2. Non-Secure Detention, its operations, rules and regulations, are clearly defined under Executive Law, the Family Court Act, and the New York State Office of Children and Family Services Regulations. All operations under this Agreement shall be established and implemented in accordance with all laws, rules and regulations relating to the operations of Non-Secure Detention Facilities.

3. The Non-Secure Detention services shall be available to those youth meeting the criteria for detention under Section 739 of the Family Court Act, with regard to alleged P.I.N.S. and alleged J.D.

4. All youth admitted:

- a. Must be accompanied by a Family Court Remand; or
- b. Must be accompanied by a P.I.N.S. Warrant; or
- c. Must be accompanied by a J.D. warrant; or
- d. Must be placed by a Peace Officer, who is authorized to take a child who has run away from home, or who, in the reasonable opinion of the officer, appears to have run away from home. The Contractor shall inform a parent or other person legally responsible for such child's care and the Family Court that it has received such a child.
 - i. If a Peace Officer places a child in the Non-Secure Detention Facility at times when the Family Court is not in session, a hearing must be held within 72 hours of the time detention commenced, or the next day that the Court is in session, whichever is sooner.

5. Each youth in Non-Secure Detention shall receive basic care and maintenance by the Contractor.

6. Each youth shall receive 24-hour supervision by the Contractor.

7. Each youth shall be provided educational services by the Contractor as agreed upon by the Department.

8. Each youth shall receive recreational/social development services on a regularly scheduled basis from the Contractor's Child Care Workers.

9. All transportation of each youth to and from the Department shall be the responsibility of the Contractor.

10. All transportation of each youth to and from medical and other appointments scheduled for the youth shall be the responsibility of the Contractor.

11. The Oneida County Sheriff's Office shall transport each youth to and from the Non-Secure Detention Facility for attendance at court proceedings when the Sheriff's Office is available to do so. In the event that the Sheriff's Office is not available to transport the youth to and from the Non-Secure Detention Facility for attendance at court proceedings, the Department shall contact the Contractor to request its assistance. The Contractor shall make every effort to respond to this need as soon as possible.

12. Contractor shall ensure that intake is available twenty-four (24) hours per day, seven (7) days per week for the Non-Secure Detention Program.

13. Crisis intervention, admissions and related duties shall be the responsibility of the Contractor's staff.

14. In the case of a youth absconding from the Non-Secure Detention Program, the following procedures shall be followed:

- a. A missing persons report shall be filed with the local authorities; and
- b. Parents shall be notified immediately; and
- c. The Department shall be notified within 24 hours; and
- d. It shall be the Department's and/or the parent's responsibility to retrieve personal belongings, (i.e., clothing).

III. CONTRACTOR RESPONSIBILITIES

1. The Contractor shall operate the Non-Secure Detention Program in compliance with the applicable provisions set forth in Part 180 of the New York State Office of Children and Family Services Juvenile Detention Facilities Regulations.

2. The Contractor acknowledges that it is familiar with and has a copy of all rules and regulations of the New York State Department of Social Services and the New York State Office of Children and Family Services pertaining to Contractor Shelters and Foster Boarding Homes, as well as the operation of Non-Secure Family Foster Care. The Contractor shall comply with all such rules and regulations required by the New York State Department of Social Services and the New York State Office of Children and Family Services, including all amendments and additions thereto.

3. The Contractor represents that the Non-Secure Detention Program complies with all Federal, State and local laws, rules, regulations and ordinances, including but not limited to the Labor Law, Workers Compensation Law, the Social Security Law, the New York State Civil Rights Law, Civil Rights Act of 1964 (including implementing regulations issued by United States Department of Justice and the Law Enforcement Assistance Administration).

4. The Contractor shall provide each youth with the appropriate care, shelter, food, clothing, education, health care, recreation, case management services, outcome analysis and opportunity for

family involvement to the extent possible.

5. The Contractor shall schedule medical examinations for all detained youth within 72 hours of admission, and shall arrange for any necessary emergency medical care while in detention. The Contractor shall pay for a complete physical examination. All other medical costs, including pharmaceutical, psychological or psychiatric services and dental costs, shall be the responsibility of the Parent(s) and/or the Department.
6. The Contractor shall establish for each youth an opportunity to participate in recreation and worship.
7. The Contractor shall make every effort to establish and maintain communication between each youth and his/her parents or legal guardian.
8. The Contractor shall assist in the process of ensuring that educational services are provided to each youth by the local school district within the guidelines of the State Education Department.
9. The Contractor shall appropriately train and supervise all Non-Secure Detention Services Staff in its employ.
10. The Contractor shall keep accurate records for each youth placed in detention. 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, New York State Family Court Act and the New York State Division of Probation Rules and Regulations.
11. The Contractor shall not assign, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written consent of the Department.

IV. REIMBURSEMENT

1. The cost of reserving one (1) bed for one (1) day is called the "contract county per diem rate." It is established by the Contractor by taking the actual budget, and dividing it by the total number of beds available for the year. The "contract county per diem rate" for the January 1, 2018 through December 31, 2018 contract term shall be Two Hundred Ninety-Five Dollars (\$295.00) per day, per bed.
2. The Department agrees to pay the daily rate of Two Hundred Ninety-Five Dollars (\$295.00) per bed for a total of five (5) reserved beds for the term of this Agreement, with a maximum cost of Five Hundred Thirty-Eight Thousand Three Hundred Seventy-Five Dollars (\$538,375.00).
3. Should the Department need additional utilization for a particular day, above the number of beds available under this Agreement (5 beds reserved), this is considered "Excess Utilization" and shall be billed to the Department at a daily rate of Two Hundred Ninety-Five Dollars (\$295.00) per

additional bed per day for each calendar day in which the Department utilization exceeds the maximum number of beds reserved by this Agreement.

4. Payment for "Excess Utilization" shall be made above and beyond the payment for reserved beds.
5. The Department shall make payments to the Contractor on a monthly basis upon submission of a County voucher with all necessary documentation attached.

V. SPECIAL CIRCUMSTANCES

1. In the event that another County needs to utilize a bed that would be otherwise reserved as part of this Agreement, the other County shall be financially responsible for that bed and the Department's bill shall be reduced to reflect such usage.
2. In the event that another County's youth is utilizing a reserved bed stipulated in this Agreement that is needed by the Department, the Department's youth shall take priority over the youth from another County in order to admit the Department's youth.
3. The Department understands that Excess Utilization is on an available basis and the County's rights under paragraph V(2) do not apply.

VI. RECORDKEEPING RESPONSIBILITIES

1. The Contractor shall maintain books, records and necessary supporting documents as required by Section 372 of the Social Services Law. The Contractor shall use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under the Agreement. The financial and statistical records shall be subject at all reasonable times to inspection, review, or audit authorized by the County and State Governments.

VII. EQUIPMENT

1. The Contractor agrees that equipment purchased under this Agreement shall be the property of the Department and shall revert to the Department upon any termination or failure to renew this Agreement.

VIII. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor to the Department shall be that of an Independent Contractor. Neither the Contractor, nor its employees or subcontractors, shall be considered an employee of the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor, and its employees and subcontractors, in accordance with their status as Independent

Contractors, covenant and agree that they shall conduct themselves in accordance with such status, and that they shall neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they shall not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

2. The Contractor acknowledges and agrees that neither the Contractor, nor its employees or subcontractors, shall be eligible for any County employee benefits, including retirement membership credits.

3. Neither the Contractor, nor its employees or subcontractors, shall be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

4. The Contractor shall be solely responsible for all applicable taxes for all compensation paid to the Contractor or its employees or subcontractors under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the employees and subcontractors, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

IX. INSURANCE AND INDEMNIFICATION

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.

a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

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

ii. Oneida County and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention,

maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.

iii. Abuse and Molestation coverage shall be included.

b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

i. Coverage for review of cases and resulting Professional assessment.

ii. Coverage for Abuse and Molestation.

c. Automobile Liability

i. Business Auto Liability with limits of at least \$1,000,000 each accident.

ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

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

d. Commercial Umbrella

i. Umbrella limits must be at least \$5,000,000.

ii. Umbrella coverage shall include as additional insureds all entities that are additional insureds on the CGL.

iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

e. Workers' Compensation and Employer's Liability

i. Statutory limits apply.

2. Waiver of Subrogation: Contractor waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, Automobile Liability, Umbrella 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 a certificate of insurance to Oneida County. 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. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Oneida County.

4. Indemnification: The Contractor shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by the Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

X. TERMINATION OF AGREEMENT

1. This Agreement may be terminated with a thirty (30) day written notice by either party.

XI. MISCELLANEOUS PROVISIONS

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

2. 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.

XII. ADVICE OF COUNSEL

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.

XIII. ENTIRE AGREEMENT

1. 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. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first below written.

Date: _____

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

Approved: _____
Maryangela Scalzo, Assistant County Attorney

Date: _____
Oneida County Department of Social Services: _____
Lucille A. Soldato, Commissioner

Date: 8-7-17
House of the Good Shepherd: _____
~~William Holicky, Chief Executive Officer - Director~~
Bran McKee CEO

APPENDIX A

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 five 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 of 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 or 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 County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, 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:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, 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 register 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 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 contract, 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 contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
 - 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 contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from 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.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - 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 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 the 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
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract 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 years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. 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:
 - a) 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.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
 - e) 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 contract 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 years.

- n. By signing this contract, the Contractor certifies that within the past three 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 Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.

- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- 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.
- 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
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- 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, Department may require as a condition precedent to entering into the contract 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 contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, 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 contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a 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 Office'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 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 ON 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 County 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, 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 other 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 a Employee Confidentiality Certification before any such employees and

volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

The Contractor and any subsequent sub-contractor 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 NYSDDS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor 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 Contractors, or it's sub-contractor'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 all Contract 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, 9th 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 and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract 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 the contract. 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 Contract 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, or 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 :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the 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 the 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 accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- 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;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;

- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- 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;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- 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 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 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 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 the contract, 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 the contract, 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 the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- 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 the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 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 local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

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

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement

upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

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

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

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

House of the Good Shepherd

NAME OF CONTRACTED AGENCY

Brian McKee

~~William Holicky, Chief Executive Officer~~

~~Director~~ **CEO**

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**Oneida County Department of Social Services
Contractor and Contract Staff**

Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of The House of the Good Shepherd, (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.

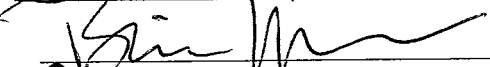
I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

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: Brian McKee

Signature: 

Title: Executive Director CEO

Date: 8/7/17

Witness: 

*House of the Good Shepherd
Non-Secure Detention*

12902

January 1, 2018– December 31, 2018

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of January, 2018 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, and 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 this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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.

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

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

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

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is

- prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner

that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

5. Non-Assignment Clause.

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. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The 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. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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 in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of

tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

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

15. Compliance with New York State Information Security Breach and Notification Act.

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 hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in

accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

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

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

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

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

July 24, 2017

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

FN 20 17-352

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

HEALTH & HUMAN SERVICES

[Signature]
Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 9/28/17

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators between Oneida County Department of Social Services and Madison-Oneida BOCES.

The New York State's Office of Temporary and Disability Assistance has encouraged local districts to design programs which assist applicants or recipients of public assistance in obtaining employment, therefore alleviating or reducing their need for Temporary Assistance.

Madison-Oneida BOCES will operate Oneida County's Pride in Work Program for all TANF employable applicants/recipients. The program is a full-time, four-week training component combining life skills, work experience, job search and the assistance of job developers. It is designed to reduce the number of new TANF cases in Oneida County.

The term of the Agreement is October 1, 2017 through September 30, 2020. The total cost for this Purchase of Services Agreement is \$1,161,240.00 and there is no local cost to support this contract. This service went out to RFP and this is an awarded agreement.

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

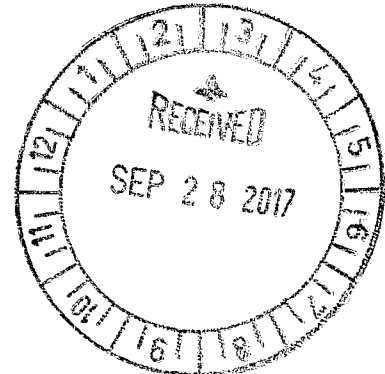
Thank you for your consideration.

Sincerely,

[Signature]

Lucille A. Soldato
Commissioner

LAS/vlc
attachment



13602

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent X
Sole Source _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Madison-Oneida BOCES
4937 Spring Road
Verona, New York 13478

Title of Activity or Services: Job Readiness/ Job Placement & Pride in Work Program

Proposed Dates of Operations: October 1, 2017 through September 30, 2020

Client Population/Number to be Served: Numbers are unlimited; all eligible Safety Net and Temporary Assistance applicants and recipients will receive services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

This is a full time four-week program operated at the Access Center in Utica and the Adult Learning Center in Rome. A class begins every week in Utica and on a bi-weekly basis in Rome. The first two weeks are classroom training involving life skills, personal hygiene, decision making, work ethics, employment expectations, resume writing, interviewing techniques and budgeting. The second two weeks involve an active job search combined with an assignment to a work experience.

The Contractor agrees to perform the "Pride in Work" program as follows:

- Administer TABE test or equivalent instrument to measure educational level,
- Teach Job finding skills, including resume preparation, application and interviewing skills,
- Train computer and internet based application skills and communication,
- Help with oral communication and phone skills,
- Educate on attendance, dress and workplace etiquette, including conflict resolution,
- Improve motivation, self-confidence, and perseverance,
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program,

2). Program/Service Objectives and Outcomes

This is a full-time, four-week program designed to help Temporary Assistance and Safety Net applicants and recipients find employment which would negate their need for temporary assistance benefits.

3). Program Design and Staffing Level -

Staffing:

- 1 Full-time Project Coordinator
- 1 Full-time Job Developer
- 1 Full-time Job Placement Assistant
- 1 Full-time Work Skills Teacher I
- 1 Full-time Work Skills Teacher II
- 1 Full-time Work Skills Teacher III

Total Funding Requested: \$1,161,240.00

Oneida County Dept. Funding Recommendation: \$1,161,240.00 Account # A6014.49543

Mandated or Non-mandated: Non-mandated, however the regulations require all employable TA recipients to participate in job activities to reduce their need for public assistance and Oneida County has elected to require all applicants to participate in job-related activities prior to case opening.

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

Federal	100% =	\$1,161,240.00
State	0 % =	\$0
County	0 % =	\$0

Cost Per Client Served:

Past performance Served: The maximum cost of the Contract for the period January 1, 2016 through June 30, 2017 was \$506,275.00.

O.C. Department Staff Comments: The program has proved to be one of the most successful employment readiness programs operated by the Department. **This service went out to RFP and this is an awarded agreement. Madison-Oneida BOCES Educational Foundation, Inc. was the sole responder.**

AGREEMENT

THIS AGREEMENT, made and entered into 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 the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, through its Oneida County Department of Social Services (hereinafter collectively called Department), and Madison-Oneida BOCES, a Board of Cooperative Educational Services, a supervising school district and a municipal corporation organized and existing under the laws of the State of New York, with principal offices at 4937 Spring Road, PO Box 168, Verona, New York 13478 (hereinafter called Contractor).

WHEREAS, the Department desires to reduce the number of recipients of Temporary Assistance (TA) and Safety Net (SN), through placement in meaningful employment; and

WHEREAS, the Contractor has the experience and staff to train TA and SN recipients and applicants to obtain basic job skills and to assist in the job placement of those recipients and applicants who have successfully completed the program;

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

SECTION I: TERM OF AGREEMENT

- A. This Agreement shall begin on October 1, 2017 and shall end on September 30, 2020.
- B. This Agreement may be renewed for two (2) additional one (1) year terms at the sole discretion of the Department. Notice of the Department's intention to renew this Agreement shall be provided to the Contractor prior to the end of the term of this Agreement.
- C. This Agreement may be terminated by the Department upon thirty (30) days' written notice to the other party.

SECTION II: SCOPE OF SERVICES

- A. The Contractor shall perform the "Pride in Work" program (hereinafter called Program) as follows:
 - 1. Administer Test of Adult Basic Education (TABE) or equivalent instrument to measure educational level;
 - 2. Teach Job finding skills to include resume preparation, application and interviewing

- skills, and updating registration with One Stop;
3. Teach computer and internet based application skills and communication;
 4. Teach oral communication and phone skills;
 5. Teach attendance, dress and workplace etiquette, including conflict resolution;
 6. Teach motivation, self-confidence, and perseverance; and
 7. Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/Wage Subsidy Program.
- B. The Department shall determine eligibility, select participants for the Program and refer those selected participants to the Program.
- C. The Contractor currently has staff holding the titles of Work Skill Teacher, Project Coordinator, Job Developer and Job Developer Assistant. Through these job titles Contractor is qualified to provide the Program herein, and is able to meet the obligations of this Agreement.
- D. The Contractor shall provide the Program in both Utica and Rome. Contractor's staff for the Program shall include at least three (3) Work Skill Teachers, one (1) Project Coordinator, one (1) Job Developer, and one (1) Job Developer Assistant.
- E. All classes shall be for a four (4) week duration. Classes shall be provided to the SN population in Utica with a new class beginning weekly. Classes shall also be provided in Utica to the TA population with a new class beginning every other week. Classes shall be provided in Rome for both the SN and TA population together, with a new class beginning every other week.
- F. The Contractor shall maintain attendance documentation for each class described hereinabove and shall provide copies of the same to the Department on a monthly basis. Said documentation shall include any progress comments and verified excuses for any class missed by an attendee.
- G. The Contractor agrees to immediately notify the Department of Program attendees that are no-shows; attendees that are terminated from the Program; attendees that are terminated from employment; and any new employment of attendees. Any report of new employment shall be verified after the start date with the following information: name and address of employer, start date, rate of pay, hours/days and shift, pay period, and expected date of the

H. The liaisons for this Program shall be:

1. From the Department: Philip Martini, Employment Supervisor; and
2. From the Contractor: Kathleen Rinaldo, Director of Adult and Continuing Education.

SECTION III: REIMBURSEMENT FOR SERVICES

A. Payment will be issued in monthly installments, as detailed below, upon submission of a County Voucher with supporting documentation attached; including the attendance documentation detailed hereinabove, participants' names, case numbers, and training status. The Contractor agrees to provide other data as is reasonably required by the Department.

1. From October 1, 2017 through September 30, 2018, monthly payment shall be \$30,643.00.
 - i. Total payment by the Department to the Contractor from October 1, 2017 through September 30, 2018 shall not exceed \$367,716.00.
2. From October 1, 2018 through September 30, 2019, monthly payment shall be \$32,383.00.
 - i. Total payment by the Department to the Contractor from October 1, 2018 through September 30, 2019 shall not exceed \$388,596.00.
3. From October 1, 2019 through September 30, 2020 Monthly payment shall be \$33,744.00.
 - i. Total payment by the Department to the Contractor from October 1, 2019 through September 30, 2020 shall not exceed \$404,928.00.
4. In the event that the Department elects to renew this Agreement for one or both renewal terms pursuant to Section I hereinabove, monthly payment for such renewal terms shall be:
 - i. From October 1, 2020 through September 30, 2021 monthly payment shall be \$35,190.00
 - ii. Total payment by the Department to the Contractor from October 1, 2020 through September 30, 2021 shall not exceed \$422,280.00.

iii. From October 1, 2021 through September 30, 2022 Monthly payment shall be \$36,720.00.

iv. Total payment by the Department to the Contractor for a second renewal term October 1, 2021 through September 30, 2022 pursuant to Section I hereinabove shall not exceed \$440,640.00.

- B. The total cost of the Program under this Agreement shall not exceed \$1,161,240.00 for the duration of this Agreement. Should the Department elect to renew this contract, the maximum cost for two renewal terms will not exceed \$862,920.00.
- C. The compensation detailed herein is inclusive of any costs associated with the Program incurred by the Contractor, including but not limited to staffing, instructional materials, supplies, bus passes for recipients, and office space.
- D. The Program provided by this Agreement is not otherwise available on a non-reimbursable basis.

SECTION IV: PERFORMANCE OF SERVICES

- A. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skills, the experience and the ability to properly perform the Program. Contractor shall use Contractor's best efforts to perform the Program such that the results are satisfactory to the Department. Contractor shall be solely responsible for determining the method, details and means of performing the Program, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- B. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Program (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Department, and the Department shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Program by the Assistants in a manner satisfactory to the Department, in in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.
- C. 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.

SECTION V: INDEPENDENT CONTRACTOR STATUS

- A. It is expressly agreed that the relationship of the Contractor and its Assistants to the Department shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health 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 Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.
- B. 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. Contractor and Department agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
- 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. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.
- E. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The Department shall not be responsible for withholding from the payments provided for services rendered State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- F. The Contractor shall indemnify and hold the Department harmless from all loss or liability incurred by the Department as a result of the Department not making such payments or withholdings.
- G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that

both the Department and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

- H. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

SECTION VI: EXPENSES

- A. Contractor is solely responsible for paying all of its business expenses related to furnishing the Program described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

SECTION VII: TRAINING

- A. Contractor shall not be required to attend or undergo any training by the Department. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Program described herein, and shall be solely responsible for the cost of the same.

SECTION VIII: INSURANCE REQUIREMENTS

- A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
 - 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. Oneida County and any other parties required by the Department 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. Abuse and Molestation coverage must be included.

2. Workers' Compensation and Employers Liability
 - i. Statutory limits apply.
3. Automobile Liability
 - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - iii. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
4. Commercial Umbrella
 - i. Umbrella limits must be at least \$5,000,000.
 - ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

B. Waiver of Subrogation: The Contractor waives all rights against the Department and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Insurance, or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the Department. 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. 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 Department.

D. Indemnification: The Contractor agrees that it shall defend, indemnify, and hold harmless

the Department from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of Program by the Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with an of the covenants, terms or conditions of this Agreement.

SECTION IX: 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.

SECTION X: MISCELLANEOUS PROVISIONS


- A. The Contractor agrees to maintain financial records and necessary supporting documents as required by the Department. Such financial and statistical records shall be subject at all reasonable times to inspection, review, or audit by authorized County, State, and or Federal personnel.
- B. 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 New York State Department Regulations promulgated thereunder, as well as any applicable Federal Laws and any Regulations promulgated thereunder, and shall not be disclosed except as authorized by law.
- C. This Agreement cannot be assigned by the Contractor without obtaining prior written approval of the Department.
- D. 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 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.
- E. The terms of this Agreement, and all attachments, amendments, addendums or appendixes attached hereto, including, but not limited to, Appendix A (New York State Conditions), Appendix B (Standard Clauses For All Oneida County Department of Social Services Contracts), and Addendum A (Standard Clauses For All Oneida County Contracts), 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. 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.

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

MADISON-ONEIDA BOCES


Richard Engelbrecht, President, Board of Education

9-7-17
Date

COUNTY OF ONEIDA

Anthony J. Picente Jr., County Executive

Date

DEPARTMENT OF SOCIAL SERVICES

Lucille A. Soldato, Commissioner

Date

Approved:

Maryangela Scalzo, Assistant County Attorney

Date

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

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - (a) No laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
 - (b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
 1. the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
 2. 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 five 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 or 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.

(c) The fact that bidder

1. has published price lists, rates, or tariffs covering items being procured; or

2. has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or

3. 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 County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants of, 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, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may for 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 register 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 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 contract, 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 contract 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 contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 2. Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in 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 the 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
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract 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 years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. 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 contract 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 years.

- n. By signing this contract, the Contractor certifies that within the past three 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 Contract. 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, Department may require as a condition precedent to entering into the contract 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 contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, 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 contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If a 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

- a. The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.
- b. 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 County 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, 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 contact with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of 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. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor 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 sub-contractor 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 Contractors, or it's sub-contractor'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 all Contract 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

- a. 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 and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract 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 the contract. 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

- a. The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.
- b. The Department shall have the right to audit or review the Contractor's performance

and operations as related to this AGREEMENT, or 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 the AGREEMENT;
 2. Suspension of Payments
 3. Termination of the AGREEMENT; and/or
 4. Employment of another entity to fulfill the requirements of the AGREEMENT.
- c. 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.
- d. Nothing herein shall preclude the Department from taking actions otherwise available to it under law.
- e. 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.
- f. The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the 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

- a. In accordance with 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

b. 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 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 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 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 the contract, 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 the contract, 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 the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- 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 the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 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

- a. 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.
- b. 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.
- c. 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 local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

- d. The Contractor attests they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.
- e. 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.
- f. Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

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

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

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

Madison-Oneida BOCES, a Board of Cooperative Educational Services
NAME OF CONTRACTED AGENCY

Richard Engelbrecht, President, Board of Education
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

9-7-17
DATE

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

I, the undersigned, an employee of _____, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM A

THIS ADDENDUM, entered into on this 1st day of October, 2017 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, and thereafter,

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

1. Executory or Non-Appropriation Clause.

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

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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.

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

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

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

1. The Contractor certifies that it and its principals:

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

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

c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

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

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

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

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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

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

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

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner

that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

5. Non-Assignment Clause.

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. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The 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. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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 in accordance with, but not limited to, the specifications and provisions of Section 165 of

the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

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

15. Compliance with New York State Information Security Breach and Notification Act.

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 hereunder during the

period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

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

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

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a

Page 40 of 40

responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6213 w Fax: (315) 768-6299

October 3, 2017

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

FN 20 **17353** Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

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

PUBLIC WORKS
WAYS & MEANS

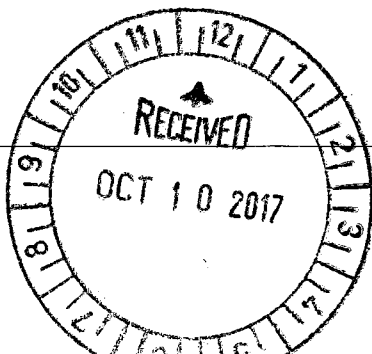
Date 10/10/17

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction projects have been added to the Herkimer-Oneida County Transportation Study Metropolitan Planning Organization State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
2754.4	2205630	Mill St/Fish Cr Camden	Camden	Federal	\$747,200
				Local	\$186,800
				Total	\$934,000
2754.41	2206280	Clinton St/Sauquoit Cr New Hartford	New Hartford	Federal	\$1,689,600
				Local	\$422,400
				Total	\$2,112,000
2754.43	2205730	Horton Rd/Big Woodhull Cr Forestport	Forestport	Federal	\$844,800
				Local	\$211,200
				Total	\$1,056,000
2754.44	3310390	Glenmore Rd/Furnace Cr Annsville Harris Rd/Canada Cr Lee Charmichel Hill Rd/Big Br Steuben	Oneida County	Federal	\$1,584,000
	3310750			Local	\$396,000
	3311040			Total	\$1,980,000
2754.45	2263310	Oneida St/Sauquoit Cr Paris	Paris	Federal	\$633,600
				Local	\$158,400
				Total	\$792,000

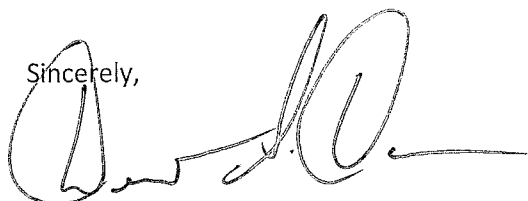
Total Federal Aid	\$5,499,200
Total Town Local Share	\$978,800
Total County Local Share	\$396,000
Total	\$6,874,000



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, historically Oneida County has agreed to act as project sponsor for projects awarded to local municipalities. Inter-municipal agreements are subsequently executed with each local municipality establishing their responsibility for 100% of any local and/or unfunded expense.

If you approved, please forward a request to the Oneida County Board of Legislators to create a new Capital Project for the projects described above.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis S. Davis". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner



Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

October 3, 2017

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

FN 20 17-354

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

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

Date 10/10/17

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like to request a year 2017 supplemental appropriation for the use of Federal forfeiture funds. Revenue is received when assets are acquired as part of a law enforcement seizure. These funds are placed in restrictive accounts (A889-889/22 & A2718.1) with sufficient funds available in the accounts. Within the limitations set for the use of these funds, I am requesting the supplemental appropriation to the following expense accounts to equip various criminal investigation units within my office.

I respectfully request that this matter be acted on at the Board of Legislators first **November** board meeting.

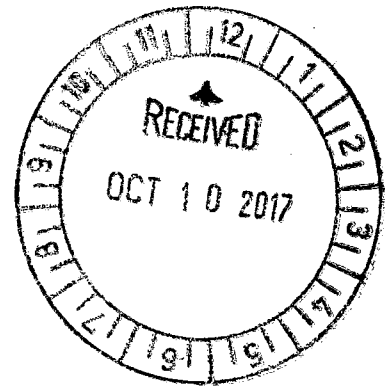
To Accounts:	A3120.212	Computer Hardware	\$26,500
	A3120.295	Other Equipment.....	\$11,950
	A3120.492	Computer Software & Licenses.....	\$23,779
From Accounts:	A889-889/22	Sheriff's Federal Forfeiture Restricted	\$22,120
	A2718.1	Forfeitures -Federal	\$40,109

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,
Robert M. Maciol

Robert M. Maciol, Sheriff

Cc: Tom Keeler, Budget Director
Sheryl Brown, Audit and Control



JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5780 ♦ Fax: (315) 798-6415
E-Mail: jtimpano@ocgov.net

MEMO

TO: Anthony J. Picente Jr.
County Executive

FROM: Joseph J. Timpano
County Comptroller

Tony
Jae

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

Anthony J. Picente, Jr.
County Executive

Date 10/10/17

RE: CPA RFP's For Fiscal Years 2017 Through 2019

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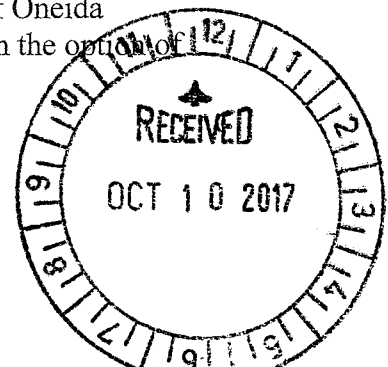
Referenced quotes were solicited in August 2017, with returns requested on or before September 29, 2017. A total of 36 invitations were mailed, with 5 firms responding. The respondents' quotes are attached for your review.

Our current auditors Drescher & Malecki, LLP, have been with us for the last 5 fiscal years. (Their contract contained a 2 year extension at the same fee that was exercised.) We have been very pleased with their competency and professionalism during this period. Their knowledge of municipal accounting is nonpareil, as demonstrated by the fact that they audit 15 of the 57 New York State counties outside of New York City. That's over a quarter of all upstate counties.

Their professional fee submitted over the next 3 years will total \$158,529, or an average of \$52,843/yearly. Their former fee was fixed at 51,800/yearly.

As you can see from the attachment there was one firm that submitted a lower fee than Drescher & Malecki. That firm, EFPR Group, posted a 3 year total fee of \$148,050. However, this firm employs 2 partners and one director that performed auditing services for Oneida County from 2009 through 2011 as members of another firm. These same individuals would, most likely, be assigned to the County's audit. Oneida County did not re-engage that firm when the initial agreement expired.

Based on my earlier comments regarding Drescher & Malecki, LLP, I am strongly recommending to you the re-appointment of such firm to audit the books of Oneida County for the fiscal periods ending December 31, 2017 through 2019, with the option of a three year extension at the same rate as 2019.



Tony, if you could present this to the board for their approval at their November 8, 2017 meeting, I would greatly appreciate it. If the board adopts my recommendation, I will send up to you the new engagement agreement for your signature.

As always, thank you for your support and cooperation.

Cc: Sheryl Brown
Joseph Rella
Mike Billard